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3a	Letter of Will T. Gordon to M. R. Poucher, American Dyes Institute, dated February 3, 1919	II	1131	IV	2036
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111	Report of U. S. Tariff Commission entitled "Tariff Information, Series No. 1922, Census of Dyes and Coal Tar Chemicals 1919"	V	2885	Not printed	
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281	U. S. Patent No. 733,280 dated July 7, 1903	VI	4236	"	
382	U. S. Patent No. 1,063,173 dated May 27, 1913	VI	4236	"	
283	U. S. Patent No. 682,523 dated Sept. 10, 1901	VI	4236	"	
284	U. S. Patent No. 724,789 dated April 7, 1903	VI	4236	"	
285	U. S. Patent No. 739,145 dated Sept. 15, 1903	VI	4238	"	
286	Statement of E. I. duPont de Nemours & Company of expense incurred for Chemical Research upon Dyes and Dye Intermediates to June 30, 1921	VI	4289	V	3246
287	Stipulation dated July 19, 1923	VI	4349	V	3247
288	Minutes of Meeting of American Dyes Institute January 8, 1919	VI	4350	V	3296
289	Minutes of Meeting of American Dyes Institute April 4, 1919	VI	4350	V	3300

Ex. No.		Admitted Record Vol.	Page	Printed Exhibits Vol.	Page
290	Minutes of Joint Meeting of Board of Governors and Executive Committee American Dyes Institute, April 9, 1920	VI	4350	V	3308
291	Minutes of Meeting of American Dyes Institute April 9, 1920	VI	4350	V	3313
292	Statement of Harry E. Danner, before Sub-Committee of Committee on Judiciary, U. S. Senate on Resolution No. 77	VI	4352	V	3327
293	Assignment from Francis P. Garvan to American Radio Company dated November 20, 1919	VI	4353	V	3347
294	Assignment from United States Government by F. D. Roosevelt, Acting Secretary of Navy, dated November 11, 1919, re-conveying to Alien Property Custodian three patents theretofore conveyed to him by Defendant's Exhibit No. 144 (Same as Defendant's Exhibit No. 145)	VI	4353	V	2801
295	Extract from "Congressional Record," page 12,450, dated August 17, 1922	VI	4370	V	3350
296	Letter from Edwin Denby to Boies Penrose dated July 27, 1921	VI	4372	V	3352
297	Report of Mr. Fordney to accompany H. R. 7456, dated July 6, 1921	VI	4373	V	3353
298	Offer of defendant and Grasselli Chemical Company to Department of State	VI	4375	V	3367
299	Executive Order dated December 11, 1922, authorizing Alien Property Custodian to sell certain property at private sale	VI	4377	V	3368
300	Pamphlet entitled "The Future Independence and Progress of American Medicine in the Age of Chemistry" (Same as Defendant's Exhibit No. 97)	VI	4386	Not printed	

Ex. No.		Admitted Record Vol.	Page	Printed Exhibits Vol.	Page
301	Pamphlet entitled "Aims and Purposes of The Chemical Foundation, Incorporated, and the reasons for its Organization"	VI	4386	Not printed	
302	List of original subscribers to the Underwriting of the stock of defendant.	VII	4397	V	3370
303	Constitution and By-Laws of American Dyes Institute as Amended	VII	4397	V	3373
304	Letter from Ramsay Hoguet to W. H. Swenarton, dated February 25, 1919.	VII	4399	V	3387
305	Letter from Marston T. Bogert to A. C. Holcombe dated April 21, 1919	VII	4399	V	3389
306	Letter from A. M. Holcombe to Munitions Patents Board dated April 21, 1919	VII	4400	V	3392
307	Memorandum from A. M. Holcombe to Col. Hilton, dated May 1, 1919	VII	4400	V	3395
308	Letter from J. M. Wainwright to The Chairman of Committee on Patents, U. S. Senate	VII	4401	V	3395
309	Letter from Charles E. Yekman to Robert C. Goldstein, dated January 30, 1920	VII	4401	V	3399
310	Letter from P. C. March to Secretary of Navy dated March 19, 1921	VII	4402	V	3400
311	Letter from Charles B. McVay, Jr., to defendant dated March 24, 1921	VII	4402	V	3401
312	Letter from Charles B. McVay, Jr., to defendant dated March 30, 1921	VII	4402	V	3402
313	Minutes of Meeting of Munitions Patent Board, December 17, 1918	VII	4402	V	3403
314	Minutes of meeting of Munitions Patent Board dated April 23, 1919	VII	4403	V	3405
315	Minutes of Meeting of Munitions Patent Board February 10, 1919	VII	4403	V	3408
316	Report of E. I. duPont de Nemours & Company of expenditures for research work on products licensed from Federal Trade Commission, 1916 to Jan-				

Ex. No.		Admitted Record Vol.	Page	Printed Exhibits Vol.	Page
	uary 1, 1923	VI	4295	V	3413
317	Report of E. I. duPont de Nemours & Company of Research Expenditures for products licensed from defendant, 1916 to January 1, 1923	VI	4296	V	3414
318	List of Literature distributed by defendant	VII	4404	V	3421
319	Memorandum from Mr. Caton to Thomas W. Miller, Alien Property Custodian, re seizure of Blass Patent (Same as Plaintiff's Exhibit No. 481).	VII	4405	II	893
320	Second Prospectus of Defendant (Same as Exhibit 8 to Defendant's answer)	VII	4405	Rec. I	583
321	Report of British Mission dated February 26, 1919	VII	4406	V	3437
322	Article from "Journal of Industrial and Engineering Chemistry," June, 1919.	VII	4410	V	3448
323	Extract from Annual Report of Federal Trade Fiscal year ended June 30, 1918.	VII	4411	V	3456
324 to 367	Literature distributed by defendant (For the several items see Defendant's Exhibit 318)	VII	4497	V	3421
368	Page 75 from Notebook of Louis Freedman of Experiments at Calco Chemical Company	VII	4793	V	3466
369	(Annexed to Deposition of Dr. George W. McCoy, taken in Chambers)	VII	4801	Not printed	
370	(Annexed to deposition of Dr. George W. McCoy, taken in Chambers)	VII	4801	"	
371	(Annexed to deposition of Dr. George W. McCoy, taken in Chambers)	VII	4802	"	
372	(Annexed to deposition of Dr. George W. McCoy, taken in Chambers)	VII	4803	"	
373	Statement of Research Expenditures for products licensed from Defendant from 1916 to January 1, 1923	VII	4845	V	3469

Ex. No.		Admitted Record Vol.	Page	Printed Exhibits Vol.	Page
374	Letter from H. A. Metz to Julius Stieglitz dated August 13, 1918	VII	4869	V	3489
375	Letter from Ramsay Hoguet to Isidore J. Kresel, dated July 17, 1923	VII	4899	V	3490
376	Telegram from J. A. McCreery to Isadore J. Kresel dated July 18, 1923	VII	4899	V	3491

PLAINTIFF'S EXHIBIT No. 01.

Letter of the President to Col. Thomas W. Miller, Alien Property Custodian, dated July 1, 1922, demand made by Alien Property Custodian upon Chemical Foundation, Incorporated, and reply of the Chemical Foundation, Incorporated, to Alien Property Custodian.

Note: Same as Exhibit "M" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 492.)

PLAINTIFF'S EXHIBIT No. 1.

EXECUTIVE ORDER VESTING POWER AND AUTHORITY IN DESIGNATED OFFICERS AND MAKING RULES AND REGULATIONS UNDER TRADING WITH THE ENEMY ACT AND TITLE VII OF THE ACT APPROVED JUNE 15, 1917.

By virtue of the authority vested in me by "An act to define, regulate, and punish trading with the enemy and for other purposes," approved October 6, 1917, and by Title VII of the act approved June 15, 1917, entitled "An act to punish acts of interference with the foreign relations, the neutrality and the foreign commerce of the United States, to punish espionage and better to enforce the criminal laws of the United States and for other purposes" (hereinafter designated as the espionage act), I hereby make the following orders and rules and regulations:

WAR TRADE BOARD.

I. I hereby establish a War Trade Board to be composed of representatives, respectively, of the Sec-

retary of State, of the Secretary of the Treasury, of the Secretary of Agriculture, of the Secretary of Commerce, of the Food Administrator, and of the United States Shipping Board.

II. I hereby vest in said board the power and authority to issue licenses under such terms and conditions as are not inconsistent with law, or to withhold or refuse licenses, for the exportation of all articles, except coin, bullion or currency, the exportation or taking of which out of the United States may be restricted by proclamations heretofore or hereafter issued by me under said Title VII of the espionage act.

III. I further hereby vest in said War Trade Board the power and authority to issue, upon such terms and conditions as are not inconsistent with law, or to withhold or refuse, licenses for the importation of all articles the importation of which may be restricted by any proclamation hereafter issued by me under section 11 of the trading with the enemy act.

IV. I further hereby vest in said War Trade Board the power and authority not vested in other officers by subsequent provisions of this order, to issue, under such terms and conditions as are not inconsistent with law, or to withhold or refuse, license to trade directly or indirectly with, to, or from, or for, or on account of, or on behalf of, or for the benefit of, any other person, with knowledge or reasonable cause to believe that such other person is an enemy or ally of enemy or is conducting or taking part in such trade directly or indirectly for, or on account of, or on behalf of, or for the benefit of, an enemy or ally of enemy.

V. I further hereby vest in said War Trade Board the power and authority, under such terms and conditions as are not inconsistent with law, to issue to

every enemy or ally of enemy, other than enemy or ally of enemy insurance or reinsurance companies, doing business within the United States through an agency or branch office, or otherwise, applying therefor within 30 days of October 6, 1917, licenses temporary or otherwise to continue to do business, or said board may withhold or refuse the same.

VI. And I further hereby vest in said War Trade Board the executive administration of the provisions of section 4 (b) of the trading with the enemy act relative to granting licenses to enemies and enemy allies to assume or use other names than those by which they were known at the beginning of the war. And I hereby authorize said board to issue licenses not inconsistent with the provisions of law or to withhold or refuse licenses to any enemy, or ally of enemy, or partnership of which enemy or ally of enemy is a member or was a member at the beginning of the war, to assume or use any name other than that by which such enemy or ally of enemy or partnership was ordinarily known at the beginning of the war.

VII. I hereby revoke the Executive order of August 21, 1917, creating the Exports Administrative Board. All proclamations, rules, regulations, and instructions made or given by me under Title VII of the espionage act and now being administered by the Exports Administrative Board are hereby continued, confirmed, and made applicable to the War Trade Board, and all employees of the Exports Administrative Board are hereby transferred to and constituted employees of the War Trade Board in the same capacities, and said War Trade Board is hereby authorized to exercise without interruption the powers heretofore exercised by said Exports Administrative Board.

VIII. The said War Trade Board is hereby authorized and empowered to take all such measures as may be necessary or expedient to administer the powers hereby conferred. And I hereby vest in the War Trade Board the power conferred upon the President by section 5 (a) to make such rules and regulations, not inconsistent with law, as may be necessary and proper for the exercise of the powers conferred upon said board.

WAR TRADE COUNCIL.

IX. I hereby establish a War Trade Council to be composed of the Secretary of State, Secretary of the Treasury, Secretary of Agriculture, Secretary of Commerce, the Food Administrator, and the chairman of the Shipping Board, and I hereby authorize and direct the said War Trade Council thus constituted to act in an advisory capacity in such matters under said acts as may be referred to them by the President or the War Trade Board.

SECRETARY OF THE TREASURY.

X. I hereby vest in the Secretary of the Treasury the executive administration of any investigation, regulation, or prohibition of any transaction in foreign exchange, export or earmarking of gold or silver coin, or bullion or currency, transfers of credit in any form (other than credits relating solely to transactions to be executed wholly within the United States) and transfers of evidences of indebtedness or of the ownership of property between the United States and any foreign country, or between residents of one or more foreign countries, by any person within the United States; and I hereby vest in the Secretary of the Treasury the authority and power to require any person engaged in any such transaction to furnish under oath

complete information relative thereto, including the production of any books of account, contracts, letters, or other papers in connection therewith in the custody or control of such person, either before or after such transaction is completed.

XI. I further hereby vest in the Secretary of the Treasury the executive administration of the provisions of subsection (*c*) of section 3 of the trading with the enemy act relative to sending, or taking out of, or bringing into, or attempting to send, take out of, or bring into, the United States, any letter, writing or tangible form of communication, except in the regular course of the mail; and of the sending, taking, or transmitting, or attempting to send, take, or transmit, out of the United States, any letter, or other writing, book, map, plan, or other paper, picture, or any telegram, cablegram, or wireless message, or other form of communication intended for or to be delivered, directly or indirectly, to an enemy or ally of enemy. And said Secretary of the Treasury is hereby authorized and empowered to issue licenses to send, take or transmit out of the United States anything otherwise forbidden by said subsection (*c*) and give such consent or grant such exemption in respect thereto, as is not inconsistent with law, or to withhold or refuse the same.

XII. I further authorize the Secretary of the Treasury to grant a license under such terms and conditions as are not inconsistent with law or to withhold or refuse the same to any "enemy" or "ally of enemy" insurance or reinsurance company doing business within the United States through an agency or branch office or otherwise, which shall make application within 30 days of October 6, 1917.

XIII. I hereby authorize and direct the Secretary of the Treasury, for the purpose of such executive ad-

ministration, to take such measures, adopt such administrative procedure, and use such agency or agencies as he may from time to time deem necessary and proper for that purpose. The proclamation of the President, dated September 7, 1917, made under authority vested in him by Title VII of said act of Congress, approved June 15, 1917, shall remain in full force and effect. The Executive order, dated September 7, 1917, made under the authority of said title shall remain in full force and effect until new regulations shall have been established by the President, or by the Secretary of the Treasury, with the approval of the President, and thereupon shall be superseded.

CENSORSHIP BOARD.

XIV. I hereby establish a Censorship Board to be composed of representatives, respectively, of the Secretary of War, the Secretary of the Navy, the Postmaster General, the Ward Trade Board, and the chairman of the Committee on Public Information.

XV. And I hereby vest in said Censorship Board the executive administration of the rules, regulations, and proclamations from time to time established by the President under subsection (d) of section 3, of the trading-with-the-enemy act, for the censorship of communications by mail, cable, radio, or other means of transmission passing between the United States and any foreign country from time to time specified by the President, or carried by any vessel or other means of transportation touching at any port, place, or territory of the United States and bound to or from any foreign country.

XVI. The said Censorship Board is hereby authorized to take all such measures as may be necessary or expedient to administer the powers hereby conferred.

FEDERAL TRADE COMMISSION.

XVII. I further hereby vest in the Federal Trade Commission the power and authority to issue licenses under such terms and conditions as are not inconsistent with law or to withhold or refuse the same, to any citizen of the United States or any corporation organized within the United States to file and prosecute applications in the country of an enemy or ally of enemy for letters patent or for registration of trade-mark, print, label, or copyright, and to pay the fees required by law and the customary agents' fees, the maximum amount of which in each case shall be subject to the control of such commission; or to pay to any enemy or ally of enemy any tax, annuity, or fee which may be required by the laws of such enemy or ally of enemy nation in relation to patents, trade-marks, prints, labels, and copyrights.

XVIII. I hereby vest in the Federal Trade Commission the power and authority to issue, pursuant to the provisions of section 10 (c) of the trading-with-the-enemy act, upon such terms and conditions as are not inconsistent with law, or to withhold or refuse a license to any citizen of the United States, or any corporation organized within the United States, to manufacture or cause to be manufactured, a machine, manufacture, composition of matter, or design, or to carry on or cause to be carried on a process under any patent, or to use any trade-mark, print, label, or copyrighted matter owned or controlled by an enemy or ally of enemy, at any time during the present war; and also to fix the prices of articles and products manufactured under such licenses necessary to the health of the military and the naval forces of the United States, or the successful prosecution of the war; and to prescribe the fee which may be charged for such

license, not exceeding $100 and not exceeding 1 per cent. of the fund deposited by the licensee with the alien property custodian as provided by law.

XIX. I hereby further vest in the said Federal Trade Commission the executive administration of the provisions of section 10 (d) of the trading-with-the-enemy act, the power and authority to prescribe the form of, and time and manner of filing statements of the extent of the use and enjoyment of the license and of the prices received and the times at which the licensee shall make payments to the alien property custodian, and the amounts of said payments, in accordance with the trading-with-the-enemy act.

XX. I further hereby vest in the Federal Trade Commission the power and authority, whenever in its opinion the publication of an invention or the granting of a patent may be detrimental to the public safety or defense, or may assist the enemy, or endanger the successful prosecution of the war, to order that the invention be kept secret and the grant of letters patent withheld until the end of the war.

XXI. The said Federal Trade Commission is hereby authorized to take all such measures as may be necessary or expedient to administer the powers hereby conferred.

THE POSTMASTER GENERAL.

XXII. I hereby vest in the Postmaster General the executive administration of all the provisions (except the penal provisions) of section 19, of the trading-with-the-enemy act, relating to the printing, publishing or circulation in any foreign language of any news item, editorial, or other printed matter respecting the Government of the United States or of any nation en-

gaged in the present war, its policies, international relations, the state or conduct of the war or any matter relating thereto, and the filing with the postmaster at the place of publication, in the form of an affidavit of a true and complete translation of the entire article containing such matter proposed to be published in such print, newspaper or publication, and the issuance of permits for the printing, publication and distribution thereof free from said restriction. And the Postmaster General is authorized and empowered to issue such permits upon such terms and conditions as are not inconsistent with law and to refuse, withhold or revoke the same.

XXIII. The sum of $35,000 or so much thereof as may be necessary is hereby allotted out of the funds appropriated by the trading-with-the-enemy act, to be expended by the Postmaster General in the administration of said section 19 thereof.

XXIV. The Postmaster General is hereby authorized to take all such measures as may be necessary or expedient to administer the powers hereby conferred.

SECRETARY OF STATE.

XXV. I hereby vest in the Secretary of State the executive administration of the provisions of subsection (b) of section 3 of the trading-with-the-enemy act relative to any person transporting or attempting to transport any subject or citizen of an enemy or ally of enemy nation, and relative to transporting or attempting to transport by any owner, master or other person in charge of a vessel of American registry, from any place to any other place, such subject or citizen of an enemy or enemy ally.

XXVI. And I hereby authorize and empower the Secretary of State to issue licenses for such transportation of enemies and enemy allies or to withhold or refuse the same.

XXVII. And said Secretary of State is hereby authorized and empowered to take all such measures as may be necessary or expedient to administer the powers hereby conferred and to grant, refuse, withhold or revoke licenses thereunder.

SECRETARY OF COMMERCE.

XXVIII. I hereby vest in the Secretary of Commerce the power to review the refusal of any collector of customs under the provisions of sections 13 and 14 of the trading-with-the-enemy act, to clear any vessel, domestic or foreign, for which clearance is required by law.

ALIEN PROPERTY CUSTODIAN.

XXIX. I hereby vest in an alien-property custodian, to be hereafter appointed, the executive administration of all the provisions of section 7 (a), section 7 (c), and section 7 (d) of the trading-with-the-enemy act, including all power and authority to require lists and reports, and to extend the time for filing the same, conferred upon the President by the provisions of said section 7 (a), and including the power and authority conferred upon the President by the provisions of said section 7 (c), to require the conveyance, transfer, assignment, delivery or payment to himself, at such time and in such manner as he shall prescribe, of any money or other properties owing to or belonging to or held for, by or on account of, or on behalf of, or for the benefit of any enemy or ally of an enemy, not holding a license granted under the provisions of the trading with the enemy act, which, after

investigation, said alien-property custodian shall determine is so owing, or so belongs, or is so held.

XXX. Any person who desires to make conveyance, transfer, payment, assignment or delivery, under the provisions of section 7 (d) of the trading with the enemy act, to the alien-property custodian of any money or other property owing to or held for, by or on account of, or on behalf of, or for the benefit of an enemy or ally of enemy, not holding a license granted as provided in the trading with the enemy act, or to whom any obligation or form of liability to such enemy or ally of enemy is presented for payment, shall file application with the alien-property custodian for consent and permit to so convey, transfer, assign, deliver or pay such money or other property to him, and said alien-property custodian is hereby authorized to exercise the power and authority conferred upon the President by the provisions of said section 7 (d) to consent and to issue permit upon such terms and conditions as are not inconsistent with law, or to withhold or refuse the same.

XXXI. I further vest in the alien-property custodian the executive administration of all the provisions of section 8 (a), section 8 (b), and section 9 of the trading with the enemy act, so far as said sections relate to the powers and duties of said alien-property custodian.

XXXII. I vest in the Attorney General all power and authority conferred upon the President by the provisions of section 9 of the trading with the enemy act.

XXXIII. The alien-property custodian, to be hereafter appointed, is hereby authorized to take all such measures as may be necessary or expedient, and not

large enemy holdings are quickly liquidated. He will, of course, require a fair and adequate price in order that the United States at the end of the war may be in a position to account in such manner as Congress shall direct for the actual value of the properties taken over and sold, or otherwise liquidated.

PLAINTIFF'S EXHIBIT No. 3.

Washington, D. C., June 6, 1918.

I, A. Mitchell Palmer, Alien Property Custodian, do announce hereby the following plan of organization, and do make hereby the following rules and regulations governing the sales to be made by me, or under my authority:

Selling Organization.

The selling organization consists of

(1) The Alien Property Custodian,
(2) Washington Committee,
(3) Advisory Committee in New York,
(4) Sales Manager in New York,
(5) Representatives of the Alien Property Custodian in charge of the property to be sold (called Local Representatives).
(6) Attorney representing Alien Property Custodian in respect of the property to be sold (called Local Attorney).

The sale of enemy properties held or controlled by the Alien Property Custodian, is to be conducted in the following manner:

The property to be sold shall be designated by the Alien Property Custodian, and no property shall be sold without his personal authority.

Washington Committee.—A committee in Washington, selected by the Alien Property Custodian, shall prepare the general rule of procedure and the general forms to be used as far as appropriate in each transaction. The order for the sale of each specific property shall be transmitted through such committee, which shall add such particular instructions with respect to each property as may be appropriate.

Advisory Committee.—The purpose of the Advisory Committee is to give the Alien Property Custodian appropriate and adequate advice and recommendations with regard especially to

(1) The advisability or propriety in the public interest of selling any specific property,
(2) The manner of selling any specific property, with recommendations as to any special conditions or details respecting the same,
(3) The minimum or up-set price, and whether or not the same should be announced, either before or at the sale,
(4) The manner of advertising, and any special class of purchasers to be invited to bid,
(5) The acceptance of the highest bid, or recommendation to reject all bids, with the reasons therefor. Under the act of Congress, the Alien Property Custodian may reject all bids, but only on the order of the President, stating the reasons therefor. The reasons must be sufficient to justify the President in making such order.

The two principal considerations for the Advisory Committee concern—

(1) The possibility of favoritism or unfairness in the sale,
(2) The qualifications of the purchaser.

It is necessary that every precaution shall be taken to enable properties to be sold fairly and for a proper price, without any possibility of favoritism or undue advantage in favor of any particular purchaser. The experience and views of the Advisory Committee will be especially desired in guarding against any such possibility.

The qualifications of the purchaser should be considered with regard both to American citizenship and to the public interest. In some instances the public interest will require that certain classes of purchasers be excluded, either in cases where there is a possibility that the control might revert to or be in sympathy with alien owners, or where there is danger of monopoly, restriction of competition or some similar condition affecting the public policy or welfare.

The responsibility of final decision rests upon the Alien Property Custodian, but he desires the support of the best available advice in order that his decision may be proper in every respect.

The Advisory Committee may call in experts and ask the views of other persons in their discretion. They will be expected to render the Alien Property Custodian full recommendation, signed by the Committee or a majority thereof.

Sales Manager.—The order of sale with the instructions and recommendations of the Washington Committee shall be sent to the Sales Manager in New York, who shall thereafter have charge of the details.

The Sales Manager shall communicate with the Local Representatives, if any, in charge of the specific property, ascertaining their views and suggestions from time to time, communicating the same to the Washington Committee, and to the Advisory Committee, and making sure that all questions are satisfactorily decided before final action.

The Sales Manager shall communicate with the Local Attorney who shall prepare all detailed forms, and all necessary corporate action in connection with the sale. The Local Attorney shall submit a full detailed report to the Sales Manager as to the procedure to be followed, suggesting and discussing all legal questions involved, and expressing his views as to the best legal course to be followed. He shall study the laws relating to the specific property, including the charter and by-laws of any corporation involved, and shall make a full and complete report on all legal phases.

The Sales Manager shall communicate this report to the Washington Committee and to the Advisory Committee, and shall be sure that the views of the said committee and the Local Attorney are harmonized.

Public accountants shall be selected by the Bureau of Audits, who shall be satisfactory to the Advisory Committee. They shall make a complete examination and report on the specific property in form satisfactory to the Advisory Committee, and containing so far as appropriate the details hereinafter described. Such report shall contain all information necessary for intending purchasers to acquaint themselves with all details enabling them to bid for the purchase of the property, and to put such intending bidders in as favorable a position as to information as all others having knowledge of the affairs and business of the specific property. The Sales Manager shall receive four copies of the reports and transmit one to the Advisory Committee and one to the Washington Committee and one to the Bureau of Audits.

The Sales Manager shall see that the advertisement of sale is satisfactory to the Local Attorney, the Local Representatives, the accountants, the Advisory Committee and the Washington Committee, and that such advertisement is duly published for the length

of time and in the manner to be prescribed by the Washington Committee in each case.

The Sales Manager shall see that prospective purchasers have an opportunity to obtain such information concerning and such inspection of property or properties offered for sale as they may desire, subject, however, to such limitations as may be prescribed generally or with respect to the specific property or properties. No such information shall be given or inspection allowed which will disclose trade formulas, processes or other trade information of a secret or confidential character, general knowledge of which would tend to make less valuable the property or properties thus offered for sale. The Advisory Committee shall make recommendations in each case as to the extent of such information and inspection to be given and allowed.

The Sales Manager shall see that the sale takes place at the time and place advertised, and that a proper auctioneer or representative of the Alien Property Custodian is present to conduct the same.

After the sale, the Sales Manager shall report promptly to the Advisory Committee and the Washington Committee, including the names of all bidders, amounts bid, and any information he may have as to the qualifications of the three highest bidders.

In the meantime, the Sales Manager shall see that the Local Attorney has prepared proper deeds and instruments of transfer ready for execution and delivery immediately after the sale, in time so that such deeds and instruments of transfer may be submitted to and approved by the Washington Committee before the sale.

The Sales Manager shall see that complete records and certified copies of the auditor's report, advertisement of sale with evidence of publication, opinion of Local Attorney, report of Local Representatives and

recommendations of Advisory Committee are obtained for the Washington files, retaining full copies thereof for his own files.

The Sales Manager will have access to all files in Washington and copies thereof, but the original files shall be kept in Washington unless absolutely necessary to be removed therefrom temporarily, in which case proper receipt must be given.

Auditor's Report.—A date shall be selected when the books shall be balanced and the accountants instructed to prepare a statement of assets and liabilities as of that date.

Unless the fixed assets and equipment have been acquired or appraised by some representative appraisal company since July 1, 1914, such appraisal company will be employed to determine the replacement value of the fixed assets, for comparison with the values at which they are carried on the books.

The auditor's report should certify to the following:

a. That the statement is a correct statement of the financial position of the enterprise or company as of the date fixed.

b. That the value of the fixed assets and equipment is as has been determined by the appraisal company as of that date, or explanation shall be given as to how book values have been arrived at.

c. Upon what basis the value of the inventory of all material, supplies, work in process, semi-finished stock and finished stock, if any, have been computed; particularly obsolete materials not being included.

d. That they have examined the records pertaining to the receivables, and if consistent for

them to do so, that in their opinion the amount at which the receivables are carried on the books is a sound liquidating value, or state what value they would consider a proper one.

e. That other assets are fairly valued, with any comments the auditors may deem appropriate.

The auditors should also include the following:

A statement of liabilities, designating those that are due and accrued, any contingent liabilities as revealed by records and statements of officers, and any guarantees for materials.

A statement of unfilled purchase orders, showing with whom order was placed, date order was placed when same is to be filled, article purchased and price.

A statement of unfilled sale orders, giving name, date received, when to be filled and price, and probable profit on unfilled orders.

A statement showing the results of operations for the past five fiscal years, in order that the buyer may have some idea of the earning capacity. It should show, by each year:

a. The gross and net sales.

b. Manufacturing expenses, reasonably divided to show cost of materials, supplies, direct labor, factory burden, depreciation, and then the gross manufacturing profit.

c. Then in sufficient detail to make it intelligent, the commercial overhead should be divided into general office expenses, branch expenses, selling expenses, etc., thus arriving at the net profits.

d. The disposition of net earnings should be shown, stating:

(1) Amounts paid out in interest or dividends.

(2) Amounts used for depreciation of assets, unless the depreciation was shown as an operating or manufacturing expense.

(3) Any miscellaneous distribution, such as bonuses.

(4) Finally, what was passed to surplus account.

(The object in having the auditors comment upon how the value of the assets is determined and furnish the other information suggested, is so that the statement, with the auditor's comments, may be handed to prospective purchasers, and give enough information so that an intelligent analysis can be made of the value of the property sold, and for furnishing information as to its sale value.)

GENERAL RULES.

1. Sales should be made at public auction whenever it is possible to do so, and unless the Advisory Committee recommend different procedure. This applies not only to sales by the Alien Property Custodian, but also to sales by and in the name of corporations controlled by him.

2. Under no circumstances will any person in the employ, or connected with the organization, of the Alien Property Custodian be permitted to bid for or purchase any property, or be interested directly or indirectly in any such purchase, or in any corporation or syndicate interested therein. This provision also applies to Local Representatives and Local Attorneys in the sales of properties in respect of which they have represented or acted for the Alien Property Custodian.

3. The expenses of each sale, which shall include all expenses and costs of every kind, shall be paid out

of the funds of the specific property sold, or out of the purchase money received from such sale, or deducted from the purchase price.

4. Form of advertisement and terms of sale (subject to variation according to the circumstances of each case).

PUBLIC SALE

BY ALIEN PROPERTY CUSTODIAN, OF PROPERTY OF

Notice is hereby given that the Alien Property Custodian of the United States, pursuant to the provisions of the Act of Congress, known as the "Trading with the Enemy Act," as amended, acting by an auctioneer, appointed by him, will offer to American citizens at public sale to the highest bidder, subject to the conditions hereinafter set forth, on the premises at

at ..... o'clock, on the .... day of ....., 1918, the following property, to wit:

All and singular the property, real and personal, tangible and intangible, rights, titles, interests, effects and assets of every kind and description whatsoever, wheresoever situate in the United States of America, as defined in the "Trading with the Enemy Act," including claims, choses in action (but not money or cash or deposits in bank) and all incidents and appurtenances thereto belonging to or owned, possessed, held and enjoyed by, in the name of, or for, or on behalf of the following and each of them, namely—

(Insert name of Enemy.)

Including without restricting the generality of the foregoing descriptions the following, to wit:

TERMS OF SALE.

1. The said property and assets will be offered for sale in one parcel and as an entirety, and as of the date when the bids are made.

2. The Alien Property Custodian, his representative or attorney, or the auctioneer, shall have the power and right to adjourn said sale from time to time by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and without further notice or publication may proceed with the said sale on any day to which the same may have been adjourned, and may, at his option, give such further notice of sale, or of any adjournment thereof, as he may think proper.

3. The auctioneer shall receive no bids from anyone offering to bid, unless such person so offering to bid shall have first deposited with the Alien Property Custodian, or his attorney, as a pledge that he will make good his bid in case of its acceptance, the sum of ..... dollars in cash, or by certified check upon any bank or trust company acceptable to the Alien Property Custodian, his representative or attorney, and shall have furnished an address to which notices hereinafter provided for may be sent. Such deposits may be made with the auctioneer or

4. Bids will be received from American citizens only and the Alien Property Custodian shall have the right to require either before or after any bidding or acceptance of any bid, evidence satisfactory to him that the bidder is an American citizen.

5. After all bids have been made, the auctioneer shall declare the bidding to be closed. The bid of the highest bidder qualified to bid under the terms of sale and to purchase the property according to law, shall be subject to acceptance by the Alien Property Custodian within ..... days during which time (or any extension thereof agreed to by such highest bidder) the Alien Property Custodian shall have the right

to reject all bids made at the same, according to law, or to accept the bid of the said highest bidder and to declare such bidder to be the purchaser of the property offered for sale. Notice of such acceptance shall be given by depositing said notice in a postoffice or post-office box addressed to the said bidder at the address furnished by him. In case of acceptance, the check or deposit of the purchaser shall be credited on account of the purchase price.

6. All checks and deposits received from unsuccessful bidders shall be returned. In case the Alien Property Custodian shall reject the said bids or shall fail to accept the said highest bid within the said period of ..... days, the check or deposit of the highest bidder shall be returned to him.

7. In case any bidder or purchaser shall fail to make good his bid upon its acceptance by the Alien Property Custodian by failing to make any of the payments herein provided for in consummation of his purchase, then the sums paid or deposited by such bidder or purchaser shall be forfeited as a penalty for such failure and shall be applied towards payment of the expenses of a resale and towards making good any deficiency or loss in case the property shall be sold at a less price upon such resale.

8. In case of the acceptance of a bid, twenty-five per cent. of the purchase price shall be paid in cash upon demand of the Alien Property Custodian, and the balance shall be paid on receipt of a deed from the Alien Property Custodian within ..... from the acceptance of the said bid.

9. The purchaser shall, as a part of the consideration and purchase price of the property purchased, in

addition to the sums paid by him accept the property and receive the deed, or deeds, or instruments of transfer thereof, upon the express condition that he shall pay, satisfy and discharge any unpaid current liabilities, indebtedness and obligations of any of the aforementioned companies and assume all obligations which have been legally contracted or incurred in the conduct of the business conducted in the United States by or for the corporations above named or any of them. From the date when the bids are received until the date when the deed or instrument of transfer is delivered the property and assets sold shall be held and the business carried on for the account and at the risk and expense of the purchaser.

10. Intending purchasers may obtain further information respecting the property offered for sale and the financial condition of the business from ..... Neither the Alien Property Custodian nor the United States shall be deemed to make any representation or guaranty in any respect with regard to any information or to the property or business offered for sale.

11. The sale is to be made under and subject to the provisions of the "Trading with the Enemy Act" approved October sixth, 1917, as amended by act of Congress approved March 28, 1918, from which the following is a quotation, to wit:

> "The alien property custodian shall be vested with all of the powers of common-law trustee in respect of all property, other than money, which has been or shall be, or which has been or shall be required to be, conveyed, transferred, assigned, delivered, or paid over to him in pursuance of the provisions of this Act, and, in addition thereto, acting under the supervision and direction of the President, and under such rules and regulations as the President shall prescribe, shall have power

to manage such property and do any act or things in respect thereof or make any disposition thereof or of any part thereof, by sale or otherwise, and exercise any rights or powers which may be or become appurtenant thereto or to the ownership thereof in like manner as though he were the absolute owner thereof; PROVIDED, That any property sold under this Act, except when sold to the United States, shall be sold only to American citizens, at public sale to the highest bidder, after public advertisement of time and place of sale which shall be where the property or a major portion thereof is situated, unless the President stating the reasons thereof, in the public interest shall otherwise determine:

PROVIDED, FURTHER, That when sold at public sale, the alien property custodian upon the order of the President stating the reasons therefor, shall have the right to reject all bids and re-sell such property at public sale or otherwise as the President may direct. Any person purchasing property from the alien property custodian for an undisclosed principal, or for re-sale to a person not a citizen of the United States or for the benefit of a person not a citizen of the United States, shall be guilty of a misdemeanor, and, upon conviction, shall be subject to a fine of not more than $10,000, or imprisonment for not more than ten years, or both, and the property shall be forfeited to the United States."

The selling organization and the rules govering sales above set forth are subject to change at any time by the Alien Property Custodian and all sales at all times are subject to control by him in any way he may see fit to act.

The Washington Committee is as follows:

Lee C. Bradley, Chairman,
Bradley W. Palmer,
Homer A. Dunn,
J. Davis Brodhead,
Joseph A. Bower.

George P. Wagner will act as secretary of the Washington Committee.

Otto T. Bannard will be chairman of the Advisory Committee. The remaining members will be designated later.

(Sgd.) A. MITCHELL PALMER,
Alien Property Custodian.

PLAINTIFF'S EXHIBIT No. 4.

Washington, D. C., July 16, 1918.

I, A. Mitchell Palmer, Alien Property Custodian, make the following announcement, and the following appointments, and the following rules and regulations in connection with sales of property to be made by me or under my authority:

In addition to the Alien Property Custodian the new selling organization will consist of a Washington Committee, an Advisory Committee in New York, a Sales Manager in New York, representatives of the Alien Property Custodian in charge of each property to be sold (called Local Representatives), and an attorney representing the Alien Property Custodian in respect of each property to be sold (called Local Attorney).

The Advisory Committee consists of the following:

Chairman—Otto T. Bannard,
(Chairman of the Board of Directors of the New York Trust Company, President of the Yale Club, and a member of the Yale Corporation.)

George L. Ingraham,
(Former Presiding Justice of the Appellate Division of the New York State Supreme Court.)

Cleveland H. Dodge,
(Well known New York banker and business man. Classmate of President Wilson at Princeton, and prominent in civic and philanthropic work in New York City.)

Benjamin H. Griswold, Jr.,
(Head of the banking firm of Alexander Brown & Sons, of Baltimore.)

Ralph Stone,
(President of the Detroit Trust Company. Mr. Stone was formerly Director of the Bureau of Trusts of the Alien Property Custodian's office, the work of the Bureau having been organized under his supervision.)

The Washington Committee consists of members of the Alien Property Custodian's organization as follows:

Chairman—Lee C. Bradley,
(General counsel.)

Bradley W. Palmer,
(Associate General Counsel.)

Homer A. Dunn,
(Director of Bureau of Audits.)

J. Davis Brodhead,
(Chief of Department of Corporation Management.)

Jos. A. Bower,
(Chief of General Business Department.)

George P. Wagner will act as Secretary of the Washington Committee (whose office will be at 16th & P Sts., N. W., Washington).

The Sales Manager of the selling corporation will

be Jos. F. Guffey, of Pittsburgh, formerly General Manager of the Philadelphia Company, and a prominent oil operator. Mr. Guffey is now President of the Natural Gas Association of America, and was formerly on the Petroleum Committee of the Council of National Defense. Mr. Guffey's headquarters will be in the New York Office of the Alien Property Custodian at 110 West 42nd Street.

Ralph J. Baker, of Harrisburg, Pa., and Spier Whitaker of Birmingham, Alabama, Assistants General Counsel to the Alien Property Custodian, have been assigned as counsel for the Sales Manager and Washington Committee, respectively, with headquarters at Washington.

....,

Alien Property Custodian.

PLAINTIFF'S EXHIBIT No. 5.

EXECUTIVE ORDER PRESCRIBING ADDITIONAL RULES AND REGULATIONS, AND MAKING CERTAIN DETERMINATIONS RESPECTING THE EXERCISE OF THE POWERS AND AUTHORITY AND THE PERFORMANCE OF THE DUTIES OF THE ALIEN PROPERTY CUSTODIAN.

[No. 2916.]

By virtue of the authority vested in me by "An Act to define, regulate, and punish trading with the enemy, and for other purposes," approved October 6, 1917, known as the "Trading With the Enemy Act," as amended by "An Act making appropriations to supply urgent deficiencies in appropriations for the fiscal year ending June thirtieth, nineteen hundred and eighteen, and prior fiscal years, on account of war expenses and for other purposes," approved March 28, 1918, I hereby make the following orders, rules and regulations, and determinations.

DEFINITIONS.

1. The word "person," as used herein, shall be deemed to mean an individual, partnership, association, company, or other unincorporated body of individuals, or corporation or body politic.

2. The word "enemy," as used herein, shall be deemed to mean either an "enemy" or "ally of enemy," as the case may be.

POWERS OF MANAGEMENT AND ADMINISTRATION, INCLUDING SALE OR OTHER DISPOSITION.

The Alien Property Custodian shall have power, and he is authorized and directed, to hold, manage, administer, protect, preserve, control and sell or otherwise dispose of, in accordance with the following rules and regulations, any and all property other than money which has been or shall be conveyed, transferred, assigned, delivered, and/or paid over to him pursuant to the provisions of the Trading With the Enemy Act as amended and the Executive proclamations and orders issued pursuant thereto or which has been or shall be required so to be conveyed, transferred, assigned, delivered and/or paid over to him.

1. The Alien Property Custodian shall have the power and authority to do any and all things reasonable and proper in or about the custody, management, administration, protection, preservation, and control of any such property according to the nature and character of the property and the attendant circumstances, including (but without limiting the generality of the foregoing) the power and authority to collect all bills, notes, accounts, dividends, interest, rents, royalties, annuities and other receivables, and income and profits and accumulations and distribution of principal or income, to pay all rents, royalties, interest and other

accounts and liens or charges; to make repairs, additions and alterations to property, whether real or personal; to rent, lease or otherwise grant the use or right to use or occupy property of any kind; to insure property against loss, and to cancel or surrender insurance policies and collect return premiums and surrender values, and to do any other act or thing with respect to insurance or insurance policies; to grant by lease, license or otherwise, the right to use or other rights under or in respect of patents, copyrights, trade marks, trade secrets and other similar rights; to vote in person or by proxy shares of stock or other beneficial interest in corporations, unincorporated associations, companies or trusts upon any questions at all times and upon all matters upon which any owner of such stock or other beneficial interest shall have the right to vote; including the power and authority to vote for or against and to take part in any sale, dissolution, consolidation, amalgamation or reorganization of any sort, of any such corporation, unincorporated association, company or trust, or of its assets, or any part thereof, and to exercise any rights or privileges that may be or become appurtenant to the ownership of such stock or other beneficial interest with like force and effect and under like circumstances in all respects as though the absolute owner thereof, to give any notices and file any papers or writings of any kind, proper or necessary for the creation, perfection, protection, liquidation or otherwise in respect of any claims, demands, choses-in-action or other rights of any kind, and to settle, compromise and adjust claims, demands and choses-in-action; to intervene in any suit or proceeding and to file and maintain claims, demands and suits of all kinds in or before, any court, board, commission or other body; to determine and pay all reasonable and proper expenses incurred in or about or with respect of the exercise of any of the

powers and authority vested in the Alien Property Custodian or any depositary for him, including expenses that may be incurred in or about securing possession, custody or control of any such property, and including also taxes and other charges heretofore or hereafter lawfully assessed upon or against such property by any body politic; provided that this shall not be construed to require the payment of any stamp or other taxes upon or on account of conveyance, transfer, assignment or delivery of property to the Alien Property Custodian or to any agent, attorney, bailee, nominee or depositary for him; and provided further that this shall not in any way affect the power of the Commissioner of Internal Revenue or any regulations made by him or under his authority.

2. Whenever any such money or other property or any part or parcel thereof is or shall be subject to any claim of lien, charge or incumbrance, or is or shall be held or retained adversely to the Alien Property Custodian or to any requirement with respect to such money or other property made by him, the Alien Property Custodian may compromise or settle such controversy and pay any such claim in any way that he shall decide to be proper and as though he were the absolute owner of the money or other property involved; and he shall have the power and authority to make any payment or payments necessary and to execute and deliver any instruments or writings necessary and proper to effect or evidence the same.

3. Whenever any such property or any part or parcel thereof shall be used or employed in the conduct or other operation of a mine, plant, factory, railroad or other transportation facility, warehouse, mercantile or trading establishment or any sort of a going business or undertaking, the Alien Property Custodian,

in addition to the rights, powers and authority elsewhere herein conferred upon him, in respect of the property so used or employed, may continue the conduct or other operation of such business or undertaking; and for such purpose he shall have the right, power and authority to employ and discharge agents, attorneys, servants and other employees; to buy and sell supplies, materials and commodities required or necessary for the conduct of such business, or dealt in or handled thereby, or mined, produced, manufactured or created by it; to take out insurance; to require money owing by banks, trust companies or other depositaries on special or general deposit to be paid to him or upon his order; to collect debts and other receivables owing to the said business or undertaking or to the former enemy owner or owners thereof and created out of or by the operation of such business or undertaking, and also debts, accounts and other receivables accruing or arising out of the conduct or other operation of such business or undertaking, by the Alien Property Custodian or under his direction or authority; to pay the wages and salaries of agents, attorneys, servants and other employees, and rents, royalties, and other current accounts and liabilities; to intervene in any suit or action pending in any court or before any board, commission or other body, in which such business or undertaking or any of the property or assets thereof shall be involved or concerned and to prosecute or defend, as the case may be; to file, prosecute and maintain in the name of the Alien Property Custodian or otherwise as may be proper, any claim or suit arising out of or based upon transactions had prior or subsequent to the time when such property was conveyed, transferred, assigned, delivered and/or paid over to the Alien Property Custodian or was required so to be, but growing out of the conduct or operation of such business or under-

taking or any other use, custody, control or management of any property or assets thereof; and generally to manage, administer, preserve, conduct, operate and control such business or undertaking and any or all parts or parcels and assets thereof as though the absolute owner, either in the name of the Alien Property Custodian or otherwise as he shall determine.

4. The Alien Property Custodian may appoint agents, attorneys, bailees, depositaries and/or managers who, under his direction and control and within the limits of the authority conferred by him, shall be authorized and directed to hold, manage, administer, protect, preserve and otherwise control property conveyed, transferred, assigned, delivered or paid over to him or required so to be, or any part or parcel thereof; and they may be authorized and directed to continue the conduct or other operation of any going business or other undertaking which the Alien Property Custodian himself, as provided elsewhere herein could continue. Such agents, attorneys, bailees, depositaries and managers shall have and exercise the rights, powers and authority which shall be from time to time conferred upon him or them by the Alien Property Custodian; and such rights, powers and authority may be enlarged, restricted or revoked by the Alien Property Custodian at any time and without giving any notice or reason therefor; and the remuneration of all such agents, attorneys, bailees, depositaries and managers shall be fixed by the Alien Property Custodian and may be increased or reduced at any time.

5. The Alien Property Custodian shall have full power and discretion with respect to property to be sold, and may sell any property or properties as an entirety or in such groups or parcels and at such time or times as he shall determine, and without reference

to the previous enemy or ally of enemy ownership thereof. Whenever any such property shall be used or employed in the conduct or other operation of any mine, plant, factory, railroad or other transportation facility, mercantile establishment or any sort of going business or undertaking, the Alien Property Custodian may sell such property as a going business or undertaking and may include not only the tangible property but any and all patents, trade marks, trade names, good will and other intangible rights and assets; and any number of such going businesses or undertakings may be sold together as above specified.

6. Whereas said Trading With the Enemy Act as amended provides that "any property sold, except when sold to the United States, shall be sold only to American citizens at public sale to the highest bidder, after public advertisement of the time and place of sale, which shall be where the property or a major portion thereof is situated, unless the President, stating the reasons therefore in the public interest shall otherwise determine."

Now therefore I do thus determine otherwise as follows:

(a) Shares of stock or other beneficial interest in a corporation, unincorporated association, company or trust, and claims, receivables and intangibles of all kinds may be advertised and sold wherever the Alien Property Custodian shall determine; and it shall be immaterial whether such shares of stock or other beneficial interest and such claims, receivables and intangibles be represented or evidenced by certificates or instruments or writings of any kind, and whether the Alien Property Custodian shall or shall not have possession or control thereof in the event that the same shall be thus represented or evidenced.

(b) Any corporation incorporated within and under the authority of the laws of any state or territory of the United States or of any of its insular possessions shall be allowed to bid at any sale of any such property, but the Alien Property Custodian shall have the right to exclude from bidding at any such sale and/or from purchasing or otherwise acquiring property from him directly or indirectly, any corporation which he shall after investigation determine to be controlled, managed or operated wholly or mainly by or for the account or benefit of a person or persons not a citizen or citizens of the United States or of its insular possessions.

(c) The Alien Property Custodian, upon order of the President stating the reasons therefor, shall have the right to reject all bids for any property thus sold and to resell such property at public sale or otherwise as the President may direct; but the Alien Property Custodian may at or before any sale, by public announcement or by publication, fix a period after the expiration of which the right thus to reject all bids and to resell such property will not be exercised.

My reasons for the foregoing determinations in the public interest are:

(a) That such sales may be made at the place of favorable demand and under the best circumstances to secure the market price therefor.

(b) That bidders able to purchase and pay for the properties to be sold may be secured.

(c) That the powers of sale given to the Alien Property Custodian may be effectively exercised by him.

7. Any property sold by the Alien Property Custodian either at public or private sale may be sold for cash or upon credit; and in the latter event such se-

curity for the payment of that portion of the purchase price remaining unpaid may be taken as he shall deem proper in the premises. He shall be authorized to set a minimum or upset price upon any property offered for sale by him; to fix and prescribe the terms and conditions upon which bids will be received; to determine generally and specially qualifications to be met by persons offering to bid; to require deposits from prospective bidders; to determine generally or specially the nature and extent of information concerning any property or properties offered or to be offered for sale which shall be given prospective bidders, and the inspection thereof which shall be allowed; to have made auditor's reports and appraisals of property or properties offered or to be offered for sale; and to make and establish general and special terms and conditions to govern any and all sales to be made by him. Any property or properties thus sold may be sold subject to or free from any or all debts, claims, obligations and liabilities of all kinds created or arising out of or in respect of, any such property or properties or the conduct or other operation of any such business or other undertaking by the Alien Property Custodian or otherwise; and subject to or free from liens, charges or incumbrances; and payment of such debts, claims, obligations, liabilities and liens, charges and incumbrances, and of all expenses of such sale or sales may be made out of the proceeds from such sale or sales, or may be required to be made or assumed by the purchaser, as the Alien Property Custodian shall determine.

8. All costs and expenses incurred by reason of or in respect of, and all claims and demands of every kind, character and description based upon or arising out of, the custody, management, administration, protection, preservation and control of any such prop-

erty and the conduct or other operation of any such going business or other undertaking and the sale or other disposition of any such property, shall be limited to and paid or satisfied out of only the property or business or undertaking involved and out of which, on account of which, or in respect of which such cost, expenses, claim or demand shall have been incurred and shall have arisen or been created; provided that whenever such property or the income therefrom or the assets of any such going business or other undertaking shall be insufficient therefor, such cost, expenses, claim or demand shall be charged thereto, but may be paid or satisfied out of money or other property received from, or as the property of, the same enemy. Neither the Alien Property Custodian nor any agent, attorney, bailee, manager or depositary appointed by him shall be liable personally to any one for or on account of anything done or omitted in respect of, or for any debt or other obligation of any kind or character owing, created or growing out of or in any other way arising from, any such property or the custody, management, administration, protection, preservation, control and/or sale or other disposition thereof, and/or from the conduct or other operation of any going business or undertaking; except in the event of intentional injury or fraudulent misconduct by the person attempted to be charged with liability.

9. The Alien Property Custodian and agents, attorneys, bailees, managers and depositaries for him, within the limits of the authority granted by him, shall have power and authority to do any and all things reasonable or proper in or about or in respect of the exercise of any of the powers and authority specifically granted above; and in addition are authorized and directed hereby to manage all such property and to do any act or things in respect thereof or make any dis-

position thereof or any part thereof by sale or otherwise and exercise any rights or powers which may be or become appurtenant thereto or to the ownership thereof, in like manner as though the Alien Property Custodian were the absolute owner thereof, subject to no limitations or restrictions other than those specifically set forth herein or in said "Trading With the Enemy Act," as amended or any prior Executive orders issued pursuant thereto not in conflict herewith.

POWER TO ISSUE REQUIREMENTS NOT INCONSISTENT WITH LICENSES GRANTED UNDER THE AUTHORITY OF THE PRESIDENT.

1. Whenever the Alien Property Custodian shall after investigation determine that any money or other property, including any going business or other undertaking, which is being held, managed, used or employed under a license granted by the President, or in the exercise of the power and authority conferred upon the President by said "Trading With the Enemy Act" as amended, is owing or belonging to or held for, by, on account of, on behalf of, or for the benefit of an enemy or ally of enemy, and such license provides as one of its terms or conditions that such property shall, upon demand or requirement of the Alien Property Custodian, be conveyed, transferred, assigned, delivered, and/or paid over to him, the Alien Property Custodian may, without the revocation of such license, require that said money or other property or any part or parcel thereof be conveyed, transferred, assigned, delivered or paid over to him; subject, however, to the continued exercise of such license, but under his supervision or under such other supervision as he may prescribe, and for such period of time or until the happening of such event as he shall prescribe. Whenever such money or property or any part thereof,

at the time such requirement is made, shall be used or employed in or about the conduct or management of any mine, plant, factory, railroad or other transportation facility, warehouse, mercantile or trading establishment or any sort of a going business or undertaking, the Alien Property Custodian may require that such money or other property and/or the proceeds from the conduct or management of such business be conveyed, transferred, assigned, delivered or paid over to him, subject to the continued exercise of such license and the continued conduct or management of such business or other undertaking as above provided; and he may leave all or such part of the money or other property of such business or other undertaking in the possession of the licensee or the agent or representative of the licensee to be used, disposed of, and accounted for, in the continued exercise of such license. Any requirement made by the Alien Property Custodian pursuant to the provisions hereof shall be subject to modification or change by him at any time prior to the final compliance therewith. Any of such property other than money, including any such going business or undertaking, may be advertised and sold by the Alien Property Custodian, subject to the exercise of any such license, but for the account of the Alien Property Custodian or for the account of the purchaser as the Alien Property Custodian may determine; and until the purchaser of such property shall be placed in the possession thereof or during such other period as the Alien Property Custodian may determine.

EFFECT UPON THE STATUTORY POWERS OF THE ALIEN PROPERTY CUSTODIAN AND UPON PRIOR EXECUTIVE ORDERS.

1. Nothing herein contained shall limit or shall be construed to limit, in any way the rights, powers and authority conferred upon the Alien Property Cus-

todian by the "Trading With the Enemy Act" and the amendments thereto and the Executive orders heretofore issued pursuant thereto.

2. All Executive orders heretofore made are amended and modified hereby to such an extent as may be necessary to conform with the provisions hereof; but with this exception, all of such orders in force and effect at the time this order is issued are expressly ratified and continued in full force and effect.

WOODROW WILSON.

THE WHITE HOUSE,
16 July, 1918.

PLANTIFF'S EXHIBIT No. 6.

EMERY, BOOTH, JANNEY & VARNEY
COUNSELLORS AT LAW

50 Congress St., Boston 149 Broadway, New York
10 South La Salle St., Chicago

Frederick L. Emery
Thomas B. Booth
Laurence A. Janney
Lucius E. Varney
Irving U. Townsend
Robert S. Blair
Ramsay Hoguet
Jesse W. Morton
Edward H. Palmer

Everett S. Emery
Louis A. Jones
John W. Thompson
Edward G. Curtis
Manvel Whittemore
Lawrence G. Miller
Delos G. Haynes
Sebastian Hinton
Preston Upham
Howard W. Dix

Telephones
Boston Main 5161
New York Courtlandt 8677
Chicago Franklin 1145

Cable
EMBOJAVA
Western Union Code

New York, January 24, 1918.

Mr. Lee C. Bradley,
Office of the Alien Property Custodian,
16th & P Streets, N. W., Washington, D. C.

SUBJECT: Advice on Patent Matters—Attention of Mr. McClintock.

Dear Sir:

Confirming my interview with Mr. McClintock yes-

terday, it seems that the cases which require advice as to patents at present in the Office of the Alien Property Custodian may be divided into three general classes.

1. Those cases in which it is desirable that uniform rulings should be made by the Federal Trade Commission and the Alien Property Custodian. As to these, Mr. McClintock will prepare a memorandum of such cases as have come to his attention and forward the same to us; and Messrs. Phelps and Palmer of the Federal Trade Commission will give us a memorandum of the rulings they have already made and such cases as may occur to them. After we have considered the matter, we will have a conference (probably next week) to determine upon the rulings to be made.

2. Cases which occur a great number of times and which are of relatively little importance. Mr. McClintock mentioned several of these to me yesterday and will give me a memorandum of the states of facts of such cases. These can probably be disposed of very quickly.

3. Cases which because of their peculiar facts or large amounts involved require individual attention. I think that in these cases we had better be furnished with a copy of the files, study these cases here, and if necessary, confer with your office before giving you a written opinion in each case. I believe that in such cases it is desirable for the Alien Property Custodian to have in the file of each case a written opinion from ourselves, in order to show that advice had been taken before a ruling had been made.

I am going over the Act carefully, with a view to suggesting amendments or executive orders, if necessary.

Very truly yours,

(Sgd.) RAMSAY HOGUET.

RH/P

PLAINTIFF'S EXHIBIT No. 7.

EMERY, BOOTH, JANNEY & VARNEY
Counsellors at Law
50 Congress St., Boston. 149 Broadway, New York
10 South LaSalle Street, Chicago

Frederick L. Emery
Thomas B. Booth
Laurence A. Janney
Lucius E. Varney
Irving U. Townsend
Robert S. Blair
Ramsay Hoguet
Jesse W. Morton
Edward H. Palmer

Everett S. Emery
Louis A. Jones
John W. Thompson
Edward G. Curtis
Manvel Whittemore
Lawrence G. Miller
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New York, January 30, 1918

Hon. Alien Property Custodian,
Sixteenth & P Streets, N. W.,
Washington, D. C.

Bureau of Law—Attention of Mr. McClintock.

SUBJECT: Patent Licenses.

Dear Sir:

This is in response to your letter of January 24, 1918, submitting certain questions relating to patent licenses to us. I answer these questions seriatim as follows:

1. It is not necessary for anyone holding a pre-war license to apply for a Federal Trade Commission license in any case, including those under headings a, b and c. Of course, if a pre-war license for any reason (as by expiring by limitation) terminates during the war, then it is necessary for the licensee to obtain a Federal Trade Commission license if he would operate as a licensee and not as an infringer.

A demand for royalty under a pre-war contract by

the alien property custodian is a recognition of the existence of the pre-war contract, but I can not see that such recognition has any effect.

The alien property custodian should not notify the licensee that a Federal Trade Commission license is necessary where a pre-war license exists; and should not notify the attorney-general where a concern appears to be operating in infringement of a patent. The Act does not forbid one to infringe a patent. The attorney-general should be notified where a pre-war license exists and the licensee neither obtains a Federal Trade Commission license nor deposits the accrued royalties under the pre-war license with the alien property custodian.

2. The alien property custodian should not take over applications for Letters Patent nor Letters Patent.

3. The alien property custodian ought not to be liable to enemy aliens after the war if he has used reasonable care and caution in ascertaining the amounts due the alien. Reasonable care and caution does not require an audit unless the facts reported to the alien property custodian are such as to put him on inquiry. In my opinion, all necessary information can be obtained by a properly directed series of questions to be answered under oath.

My reasons for the foregoing answers are more fully given in the enclosed memorandum.

Respectfully,

RH/P (Sgd.) RAMSAY HOGUET.

* * * * * * * * * * * * * * * * * *
* ALIEN PROPERTY CUSTODIAN *
* Received Jan. 31, 1918 *
* Noted ..... Date ..... *
* Ans'd..... Date ..... *
* Report No..... Trust No. ... *
* * * * * * * * * * * * * * * * * *

OPINION ACCOMPANYING MR. HOGUET'S LETTER IN RESPONSE TO THE INQUIRIES CONTAINED IN YOUR COMMUNICATION OF JANUARY 24, 1918.

The answers to the questions contained in your letter of January 24, 1918, have induced the following considerations:

For the purpose of applying the Trading With the Enemy Act, I regard the division of licenses into exclusive and non-exclusive licenses as artificial and affording no useful criterion. Patent licenses generally arise out of bilateral agreements. Some patent licenses, however, are simply grants from patentees and nothing else. Clearly, where a license is simply a grant (which has passed to a United States citizen) it must survive a declaration of war, just as any kind of property passed by an alien to a United States citizen before the war would be the latter's property after the declaration of war, the assumption being, of course, that the assignment was not made in contemplation of war. I see no difference in such a case between a direct grant from the Government and a grant indirectly from the Government through an alien patentee.

Where, however, licenses arise in or out of bilateral agreements, we have at the outset to determine whether the agreement itself survives the declaration of war, that is to say, whether the obligations and rights arising thereunder are *ipso facto* terminated and the agreement rendered null and void by reason of the declaration of war.

For several reasons, I am of the opinion that agreements made before the war with enemy aliens do survive in general, except, of course, where they were made in contemplation of the war. In the first place, this appears to be the general rule of law (*Hanger* v.

Abbott, 6 Wallace 532). In the second place, the provisions of the Act, particularly as embodied in Section 8, sub-divisions (a), (b) and (c) thereof, seem entirely inconsistent with any other view. Furthermore, the whole spirit of this Act appears to be to suspend performance of agreements with the enemy only insofar as performance during the war may benefit the enemy during the war, and to substitute the alien property custodian for an enemy so far as lawful performance is concerned. In short, it would seem that after the war the enemy may sue and employ every legal remedy which he had before the war to recover upon any obligation or contract made before the war and not in contemplation of the war; and this appears to be so whether the obligation matured prior to or during the war, except insofar as the present Act makes performance unlawful or impossible during the war. I can not find anything in the policy of our laws, or in any modern Federal case, or in the present Act, or in the spirit in which the Act appears to have been framed and passed, which would lead to any other belief or conclusion.

What I have said in the foregoing paragraphs seems to be applicable to any contract; and so far as patent licenses arise by contract with patentees, there would seem to be no exception to this general rule. The same rule applies to patent license contracts as to other contracts relating to different species of property. There is nothing, generally speaking, inherent in a patent right which distinguishes it, in this respect, from transactions involving other forms of personal property; and the same rule should therefore be applied in the case of these patent contracts as is applied in the case of other contracts relating to personal property.

I must conclude, therefore, that all patent licenses

(whether exclusive or non-exclusive), which arise either by a simple grant from a patentee not made in contemplation of the war, or out of a bilateral agreement with the patentee not made in contemplation of the war are valid and subsisting, notwithstanding the declaration of war. I do not see how any other conclusion can be reached.

In this connection, I might refer to Section 2, sub-division (c), and Section 3, sub-division (a), which in terms forbid the performance of any contract with an enemy during the war. Patent license contracts are of course included as well as others; but in my opinion, these provisions of the Act do not vitiate or nullify any contracts but merely suspend performance thereof during the war, and then only to the extent that no communication shall be had with and no beneficial advantage shall result to the enemy during the war.

Now, as regards the relation of the Federal Trade Commission (or the President, whose arm in this respect the Federal Trade Commission virtually is), it seems to me that the Federal Trade Commission may lawfully (that is, under the Act) issue a license upon any application therefor where in its discretion it seems wise to do so. I see no limitation whatever on the power of the Federal Trade Commission to issue such licenses. Nevertheless, the necessity for obtaining a license from the Federal Trade Commission in every case is not fully apparent. I will now state the considerations which lead to this conclusion.

First, the Act does not make it obligatory upon any person in the United States to seek or obtain a license [Section 10, sub-division (c).] One is just as free as before the war to operate in defiance of a patent; and where one so elects, I can not see that the Federal Trade Commission, the President, or the

Alien Property Custodian has any function or jurisdiction in the matter whatever. In my opinion, none of these officials or boards should advise anyone in respect to which course to follow. It should be left to the individual and his counsel to decide as a pure matter of risk or expediency as the case may be.

Second, if I am correct in what I have said above about the validity and subsistence of licenses existing before the war and not made in contemplation of the war, it follows that the grant of a presidential license to one already holding a license by virtue of a contract or grant made before the war and not in contemplation of the war, is unnecessary. Such a presidential license would not, I think, vest any further license rights in the licensee, although it might operate under the Act to change the relation of the licensee somewhat in respect to the alien property custodian and also to modify somewhat the respective rights of the licensee and patentee both during and after the war. I do not need enumerate here the different conditions which would thus arise. I simply allude to possibilities which the taking of a presidential license by a pre-war licensee may give rise to. These possibilities are for the individual licensee to consider and the alien property custodian has no function or jurisdiction in respect thereto, nor can he change them.

(a) There are other considerations which bear upon this general topic. To my mind, where a pre-war license contract or license grant exists requiring the payment of royalties from time to time to the patentee, no matter how fixed or determined, the alien property custodian (assuming that there has been a presidential proclamation under Section 7, sub-division (c)), should demand the amount of these royalties at the times when the payments are due, even though the Federal Trade Commission may have granted a

license which, under its terms, requires payment of a smaller sum, or at different times; but where a presidential license has been granted to a licensee which requires payment at a larger rate than the royalties reserved in the agreement, demand should be made for such larger sums.

(b) Where an exclusive licensee under a contract made prior to the declaration of war elects not to apply for a presidential license but to proceed under his pre-war contract the Federal Trade Commission, in my opinion, should not, when said contract is brought to its attention, grant a license to any other person.

(c) I understand that the Federal Trade Commission is following the practice of refusing to grant a license where an exclusive license already exists in another. I approve this practice and should extend it to cases where the prior exclusive license is one which existed before the war as well as to cases where the exclusive license was granted by the Federal Trade Commission.

(d) I should also recommend to the Federal Trade Commission, that where a license is applied for by one who has a pre-war license requiring the payment of royalties in excess of the five per centum arrangement, such license be withheld, unless the Federal Trade Commission can lawfully require the payment to the alien property custodian of an amount (under the license so granted) at least equal to the amount required under the pre-war license. I doubt if the Federal Trade Commission has any such power. In my opinion, the provisions of Section 10, sub-division (c) do not permit the President to prescribe the royalties to be paid, but to prescribe only such conditions

as regulate the exercise of the license in other respects.

(e) I suggest that, in order to coordinate the efforts of the Federal Trade Commission and the alien property custodian, there should be exchanged between them memoranda showing what license agreements have been reported to the alien property custodian and what licenses have been issued by the Federal Trade Commission or brought to its attention. These memoranda should at least state the names of the licensor and licensee, the numbers of the patents and the amounts of the royalties.

I will now briefly consider patents as property in order to determine whether the alien property custodian is or may become vested as trustee with the titles of such patents as were owned by enemy aliens at the beginning of the war. For it is apparent that a trustee of patent titles would be required to do a great many acts and things (in order to preserve the property rights in these titles) which would be very onerous and burdensome indeed to the alien property custodian.

I have read the Act very carefully and I can not find any clear statement which would require the alien property custodian to demand, or anybody who happened to have Letters Patent deeds in his possession belonging to enemy aliens, to deliver them to the alien property custodian. The Letters Patent deeds themselves are only evidences of the patent rights which they disclose,—not the rights themselves; and are of no more value than a recorded conveyance. The right itself is incorporeal property and has no definite situs. If such a right can be said to have any situs at all, it being a personal right, probably resides where the patentee or owner himself resides.

As I read the Act, the only things to be delivered

up to and received by the alien property custodian are (1) tangibles (2) debts and choses in action and (3) beneficial interests in property which would entitle the enemy to avails or privileges of some kind or other. (See particularly Section 7, third paragraph of sub-division (a)). The object and spirit of the Act, in this respect, appears to be two-fold; (1) that the alien shall not be benefited during the war by such property and shall have no control over it and (2) that the alien property custodian shall prevent waste and render such care and attention to it as to preserve it for such interests as the United States and citizens thereof may have in it as well as those which the alien enemy may have in it.

Now, giving attention to the language and spirit of the Act in this respect and also noting that by the provision for licenses, the patent property of the alien is not being wasted, that is to say, is being made to produce; and finally, noting the provision of Section 10, sub-division (g) which specifically authorizes the alien himself to sue, even during the war, for infringements of his patents and to obtain at least an interlocutory decree for an injunction, whereby his rights may be preserved, I am of the opinion that it is not the duty of the alien property custodian to take over patents belonging to aliens or to administer and take care of these patents.

It may be that a case will arise where an alien-owned business is taken over entire, which business includes patents and trademarks as part of its assets. Such a case may require special consideration which we do not need to go into at the present moment.

I now come to the specific questions which you propound in your letter of January 24, 1918, and I answer them seriatim. 1. Your first question relates to the necessity of applying for a presidential license to continue the use of a patent already licensed under a

pre-war agreement. I answer this in the negative for all three cases under sub-divisions a, b and c of your question. Moreover, I see no distinction between the three cases which would affect the administration of such cases.

The fact that the alien property custodian demands royalty where no Federal Trade Commission license is issued would, in my opinion, involve recognition of the validity of the pre-war contract; but the recognition of such contract by the alien property custodian has no particular effect or significance, so far as I can see. If the contract is invalid, his demand for royalty can not validate it. If, on the other hand, it survives a declaration of war and is valid, he is doing nothing more than performing his duty to collect. In any event, I think he should collect. In this connection, I may point out that many license contracts with which you will deal will involve a provision enabling the licensee to terminate on notice or in some manner prescribed by the contract. Where a licensee may terminate by giving notice, and gives such notice to the alien property custodian under the provisions of Section 8, sub-division (a), then apparently the license contract and the license granted thereunder comes to an end. In such a case, of course, I should advise that the alien property custodian treat the license as no longer existing, providing he determines to his satisfaction that the provisions for termination have been fulfilled.

As to the last part of your first question, I see no duty on the part of the alien property custodian to advise licensees as to what course they should pursue. As stated above, I think that this is a matter to be decided by the licensee himself. In fact, I think it is inadvisable for the alien property custodian to act as counsel to individual licensees. Neither should the attorney-general be notified, because I do not under-

stand that the Act makes it mandatory upon licensees to obtain presidential licenses. One who operates without a license defies the patent, becomes an infringer, and is liable to suit which (under Section 10, sub-division (g)) may be brought by the enemy himself during the war or thereafter. I see nothing in the Act which prevents one from electing to infringe in preference to obtaining a license, if he so desires.

2. I answer your second question in the negative for the reasons set forth above. Moreover, Section 10, Sub-division (a) provides that enemy aliens may file applications for Letters Patent and prosecute them. This being so, I see no reason why the alien property custodian should interfere with the prosecution of applications.

3. In general, I should answer the first part of your third question in the negative and the second part in the affirmative. I believe that with a copy of any pre-war contract in the possession of the alien property custodian, and such full statement, under oath, from the licensee as may be obtained by properly directed questions to such licensee by the alien property custodian, the latter would be fully protected. In short, the alien property custodian is only expected to exercise reasonable caution and reasonable caution requires no more than this.

In this connection, I think it would be advisable to have some blank forms prepared for licensees under pre-war contracts to fill out; and if you wish, I will prepare a series of questions for such forms, which in my opinion will constitute sufficient inquiry to determine the status of these contracts in each case.

In conclusion, it seems to me that the most important single consideration is whether contracts of pat-

ent licenses survive the declaration of war and inasmuch, as I have pointed out above, that these contracts are subject to the same application of law as other contracts relating to personal property, I suggest that the Bureau of Law take Mr. Coleman's opinion thereon.

I may add that I have consulted with my partner, Mr. Varney, and others of our organization; and that the foregoing opinion represents the opinion of the firm as well as my own personal opinion.

(Sgd.) RAMSAY HOGUET.

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* ALIEN PROPERTY CUSTODIAN *
* Received Jan. 31, 1918 *
* Noted ..... Date ..... *
* Ans'd..... Date ..... *
* * * * * * * * * * * * * * * * * *

PLAINTIFF'S EXHIBIT No. 8.
Minutes of Noonday Conference.

April 6, 1918.

Present: THE ALIEN PROPERTY CUSTODIAN, MESSRS. BRADLEY, STONE, FITZPATRICK and COOPER.

It was decided not to sell enemy-owned patents or patent rights.

PLAINTIFF'S EXHIBIT No. 9.

COPY

October 31, 1918.

Hon. Thos. W. Gregory,
Attorney General,
Washington, D. C.

My dear Mr. Attorney General:

Re: *Bosch Magneto Co.*

I understand that the Federal Trade Commission

is about to issue a license under the Trading with the Enemy Act to the Splitdorf Electrical Company under certain patents owned by the Bosch Magneto Company, a corporation which I have taken over as Alien Property Custodian.

Shortly before Mr. Davis was appointed Ambassador to Great Britain and while he was acting Attorney General, I appeared before him in this matter and requested that the Department of Justice instruct the Federal Trade Commission to withhold this license until your Department determined whether patents could be seized by me under the Trading with the Enemy Act. Since then, your Department has ruled that patents are not seizable by me and we have endeavored to cure this defect in the Act by an amendment which is attached to the Military Deficiency Bill and is now before the President for signature. This amendment specifically gives the President the power to seize enemy owned patent rights.

The Bosch Magneto Company will be sold by me in the course of the next month and in view of the confusion which would be created by the issuance of the license in the meanwhile and of the amendment of the Act, may I ask that your Department instruct the Federal Trade Commission to withhold the license until an Executive Order is made regulating the administration of patent rights under the Act.

Respectfully,

(Sgd.) A. MITCHELL PALMER.

Dictated by
Mr. Hoguet.

PLAINTIFF'S EXHIBIT No. 11.

Executive Order of December 3, 1918, Appointing Frank L. Polk to Exercise Powers of the President.

Note: Same as Exhibit No. 1, annexed to answer, and not reprinted here. (See Record, Vol. I, page 547.)

PLAINTIFF'S EXHIBIT No. 12

Excerpt From Report of A. Mitchell Palmer as Alien Property Custodian, Dated February 22, 1919.

Note: Same as Exhibit No. 2, annexed to defendant's answer, and not reprinted here. (See Record, Vol. I, page 550.)

PLAINTIFF'S EXHIBIT No. 13.

REPORT OF ALIEN PROPERTY CUSTODIAN.

Washington, D. C., February 22, 1919.

Dear Mr. President:

The trading with the enemy act, section 6, requires "that the President shall cause a detailed report to be made to Congress on the 1st day of January of each year of all proceedings had under this act during the year preceding. Such report shall contain a list of all persons appointed or employed, with the salary or compensation paid to each, and a statement of the different kinds of property taken into custody and the disposition made thereof."

I have the honor to submit a report of all proceedings had under said act during the year 1918 on the part of the Alien Property Custodian. I have deferred making the report beyond the time mentioned

in the act in order to make it more nearly complete. At the end of the year 1918 I was in the middle of my selling program and many investigations of enemy property had not been completed. I think I am now able to say that practically all known enemy property in the United States has been taken over by me and is being administered according to the provisions of the trading with the enemy act. The more important of the properties which have been within the purview of our sales program have been disposed of. This report, therefore, is made as of the close of business on February 15, 1919. Full details with respect to all of the operations of this office appear in the following pages.

Respectfully submitted,
(Sgd.) A. MITCHELL PALMER.

To the President
The White House

PLAINTIFF'S EXHIBIT No. 14.

Extract from Congressional Record, 65th Congress, Third Session, Saturday, March 1, 1919, Vol. 57, No. 81, Page 4880.

ALIEN PROPERTY CUSTODIAN.

The SPEAKER laid before the House the following message from the President of the United States, which was read and referred to the Committee on the Judiciary and ordered printed without the accompanying documents:

To the Senate and House of Representatives:

As required by section 6 of the trading-with-the-enemy act, I transmit herewith for the information of

the Congress a detailed report by the Alien Property Custodian of all proceedings had by him under said act during the calendar year 1918 and to the close of business on February 15, 1919.

WOODROW WILSON.

THE WHITE HOUSE, 28 February, 1919.

PLAINTIFF'S EXHIBIT No. 15.
Constitution of American Dyes Institute.

CONSTITUTION

ARTICLE I.

NAME.

The name shall be AMERICAN DYES INSTITUTE.

ARTICLE II.

OBJECTS.

A. To promote and encourage the manufacture and use of American dyes; to cooperate with Congress, the Tariff Commission, the Federal Trade Commission and all governmental agencies to secure protection against unfair competitive methods by foreign producers who at the conclusion of the war may seek to destroy a new and necessary industry and to again monopolize the American market, not only in dye stuffs but in chemicals essential to national protection.

B. Publicity in the transaction of business, and cordial and friendly relations among members, by means of monthly and other stated meetings, thereby removing, so far as possible, misunderstandings and ill feelings due to the spreading of false reports and baseless charges and ignorance of conditions prevailing in the industry.

C. To collect and disseminate accurate information relating to the manufacture and sale of dyes and chemicals and kindred products, to the end that each manufacturer, whatever his output, may be on equal footing with other manufacturers with respect to the data necessary for the intelligent conduct of his business, on the belief that a policy of publicity in trade is better than one of secrecy, and in the hope that through the distribution of authentic and statistical information, manufacturers may be enabled more accurately to gauge the flow of supply and demand, and thereby keep their works in more constant operation and give labor more steady employment.

D. To co-operate with the Federal Trade Commission to expose and suppress unfair methods of competition.

E. To devise a scientific system of cost accounting, to the end that every one engaged in the industry may accurately know the cost of his output. In this connection, it is not the purpose of the Institute to impose upon any member any cost items or to use in any manner the cost system as a means for controlling prices.

F. The bringing out into the open of all competitive conditions and the introduction of the open-price policy, to the end that whatever price information is distributed will be absolutely accurate and confined to sales and prices that have been actually made. Nothing herein stated permits any member of the Institute to file any information regarding any price he expects to make or would like to obtain.

G. The standardization so far as practical of Dyes to the end that wasteful duplications and wasteful production of many shades differing very slightly one from

the other may be eliminated or minimized and also to the end that the manufacturer best situated and best equipped to produce certain dyes may confine his attention as far as possible to the dyes be can most economically produce.

It is a fact at the present time that with the rapid growth of the industry due to War conditions manufacturers are attempting to produce a variety of dyes much larger in number than they can possibly hope to produce and sell under normal peace conditions; therefore, the conservation of resources and the firm establishment of the industry demand that the most careful consideration be given to the particular advantages each manufacturer may have for making a particular product. Without attempting any arbitrary allotment or apportionment of the business, the development of accurate cost and price statistics will enable each manufacturer to determine for himself wherein he can supply the public at the lowest cost.

No Penalties.—There are no penalties of any kind or character connected with the operation of the Institute. Members may or may not file information called for by the Reporting Plan hereinafter set forth; if they do not file they get no information; if they do file, they get like information in return.

No Secrecy.—There is nothing secret about either the meetings or the operations of the Institute. All its proceedings are reduced to writing and carefully preserved in the minutes. Customers may attend meetings and become familiar with the operations of the organization. Members are free to invite competitors, who are not members, to attend meetings.

No Restraint.—Nothing in the plan or operation of the Institute shall be understood or construed as directly or indirectly restraining the freedom of any

member to at all times quote such prices and terms as he pleases, each member being free to compete for business as he would be if the Institute did not exist.

Article III.

OFFICERS.

Section 1. The officers shall be a President, Vice-President, Secretary, Treasurer. The Secretary may act as Treasurer.

Section 2. All officers, except Secretary, shall be elected at the annual meeting and shall hold office for one year, or until their successors have been duly elected.

The Secretary shall be appointed by the Executive Committee and shall receive such salary as may be agreed upon.

Section 3. The Executive Committee shall consist of President, Vice-President, Treasurer, and four members to be elected at the annual meeting.

Section 4. The Executive Committee shall have power to call meetings of the Institute, when deemed advisable, to fill vacant offices until the next stated or special meeting, to employ counsel and, subject to the approval of the Institute, such officers and employes as may be necessary to carry out the objects of the Institute.

Article IV.

MEMBERS.

Section 1. Any corporation, firm or individual engaged in the manufacture of Dyes and Intermediates and kindred products in the United States is eligible to membership and may become a member by being proposed by any member of the Institute and approved

by the Executive Committee and duly elected by a majority of the members present at any regular meeting and who qualifies upon the payment of $200.00 initiation fee.

SECTION 2. Application for membership and resignations must be transmitted in writing to the Secretary.

ARTICLE V.

MEETINGS.

SECTION 1. The regular meetings of the Institute shall be held on the first Tuesday of each month, or at such dates and places as the Executive Committee shall name.

Due notice of meetings shall be sent by the Secretary to each member at least ten days in advance of such meeting.

SECTION 2. A majority of the members, when present at any meeting, shall constitute a quorum.

SECTION 3. The meeting held in the month of January of each year shall be the annual meeting of the Institute.

All meetings of the Institute shall be open to members, competitors and customers.

ARTICLE VI.

ELECTION OF OFFICERS.

The election of officers shall take place at the regular annual meeting in January. Those having a majority of votes of those present shall be declared elected.

ARTICLE VII.

AMENDMENTS.

Amendments to these articles may be proposed at any regular or special meeting. Due notice of such amendments shall be sent by the Secretary in writing

to each member at least ten days in advance of the meeting at which such amendments are to be voted upon, and an amendment to be adopted must receive at least a two-thirds vote of the members present.

Article VIII.

Freedom of trade.

No member shall enter into any agreement or understanding of any nature or kind whatsoever, the object of which is to restrain trade, limit competition, regulate prices, or do any act which is contrary to the spirit and letter of the law, or which is contrary to the objects of the Institute, as set forth in this constitution.

PLAINTIFF'S EXHIBIT No. 15-A.
By-Laws of American Dyes Institute.

BY-LAWS.

Section 1. President. It shall be the duty of the President to preside at all meetings of the Institute and of the Executive Committee, to appoint all committees not otherwise provided for, and in case of the equal division of the members on any question, to cast the deciding vote. He shall also have power to call the Executive Committee together at such time and place as he may select and, upon the written request of five members, he shall be required to call a special meeting of the Institute.

Section 2. Vice-President. It shall be the duty of the Vice-President to perform the duties of the President in the absence of the latter.

Section 3. Treasurer. It shall be the duty of the Treasurer to collect and receive all moneys of the In-

stitute, to pay all orders for money, when countersigned by the Secretary, and to keep a correct record of the receipts and disbursements, an abstract of which, together with the necessary vouchers, he shall exhibit at the regular January meeting, or whenever called upon by the Executive Committee.

SECTION 4. SECRETARY. It shall be the duty of the Secretary to keep a careful record of the transactions of the Institute and of the Executive Committee, to notify all members at least five days in advance of the times and places of all meetings, to examine all bills and countersign all orders on the Treasurer, to conduct correspondence, to collect information contemplated in the constitution and reporting plan, and to perform such other duties as may be assigned to his office.

SECTION 5. EXECUTIVE COMMITTEE. The Executive Committee shall have the management of the affairs of the Institute and, subject to the approval of the Institute, fix the dates and amounts of assessments. They shall also, subject to the approval of the Institute, fix the compensation and terms of employment of the Secretary, employ counsel, and provide for such other expenditures as may be necessary.

SECTION 6. MEMBERSHIP. Applications for membership may be acted upon at each monthly meeting, due notice of application having been given to the Secretary at least ten days before the meeting at which action shall be taken, so that the Secretary can notify the members of such application.

SECTION 7. VOTING POWER. Members may be represented at any meeting by authorized delegates, who shall be entitled to full rights and privileges of the

members they represent, but only one vote shall be cast on behalf of each member.

SECTION 8. DROPPING OF MEMBERS. By a two-thirds vote of the members present at any meeting, a member, providing he has been given ten days' notice of the proposed action and an opportunity to be heard, may be dropped for failure to pay any assessments within thirty days after same are made, or for failure to conform to the constitution and the by-laws, or for filing false or misleading information.

SECTION 9. REGULAR COMMITTEES. The following committees will be appointed by the Executive Committee:

Committee on Standardization.
Committee on Cost Accounting.
Committee on Trade Promotion.

SECTION 10. ORDER OF BUSINESS. The order of business shall be as follows:

1. Calling the roll.
2. Reading of the minutes.
3. Reports from members of conditions affecting the industry.
4. Election of new members.
5. Reports of officers.
6. Reports of committees.
7. Receiving of communications.
8. Unfinished business.
9. New business.
10. Election of officers.

SECTION 11. AMENDMENTS TO BY-LAWS. Amendments to by-laws may be proposed at any regular or special meeting. A copy of such proposed amend-

ment must be sent to each member by the Secretary, in writing, at least ten days in advance of such meeting. To adopt any amendment it must receive a two-thirds vote of the members present.

PLAINTIFF'S EXHIBIT No. 16.

Excerpts from Address of Francis P. Garvan, Alien Property Custodian, before The National Cotton Manufacturers Association.

Note: Same as Exhibit No. 6 to defendant's answer and not reprinted here. (See Record, Vol. I, page 560.)

PLAINTIFF'S EXHIBIT No. 17.
Prospectus of The Chemical Foundation, Inc.

Note: Same as Exhibit No. 7 to defendant's answer and not reprinted here. (See Record, Vol. I, page 577.)

PLAINTIFF'S EXHIBIT No. 18.

June 14, 1918.

Francis P. Garvan, Esq.,
110 West 42nd Street,
New York City.

Dear Mr. Garvan:

This letter will introduce Mr. M. R. Poucher. I intended to ask you to lunch to meet him but cannot do so because we have been unable to find ourselves in town on the same day for several weeks.

Poucher was formerly Vice-President of the

Badische Company, and is now the head of the Sales Department of the dye-stuffs of the Du Pont Company. He is thoroughly familiar with the manufacturing of dye-stuffs, organization of the trade in Germany, and organization of the trade here. He knows all the German interests here and how they have concealed their true ownership under present conditions. He has considerable general knowledge of other German chemical companies not engaged in the dye business. In particular, he is well informed on the question of patents whose German ownership now hampers the development of the American dye-stuff industry and will hamper it even more after the war.

I hope you will see Poucher and introduce him to Mr. Choate. I can say frankly of him that he is one of the few people engaged in the dye-stuff business whose statements can be accepted implicitly.

Very sincerely yours,

A. M. PATTERSON,
President.

AMP-h

PLAINTIFF'S EXHIBIT No. 19.

June 14, 1918.

Francis P. Garvan, Esq.,
110 West 42nd Street,
New York City.

Dear Mr. Garvan:

I have been trying to arrange a luncheon so that you and Mr. Choate could meet Mr. Poucher of the Du Pont Company who knows more about the German dye-stuff houses in this country than any trustworthy American of my acquaintance. I have been unable to do so and have given Mr. Poucher a letter of introduction to you.

I do not think that Poucher has any axe to grind, except that he wants to build up the Du Pont business. He is absolutely reliable in every way. He severed his connections with his German firm for patriotic motives and at great personal financial risk. I think you will find him both interesting and profitable in the course of your official duties.

I might mention at this time that I have started in to work for the War Industries Board and shall probably go abroad for them. This has made it necessary for me to resign as director in the two companies in which the A. P. C. nominated me, namely, Dr. Jaeger Sanitary Woolen System Co., and Dresden Lace Works, Inc. As to the latter, I have taken the liberty of suggesting that the man who succeeds me should be a practical lace man, as this business is exceedingly technical. I would suggest Mr. F. Gilbert Hinsdale of the Wilkes-Barre Lace Mfg. Co. He is a man of independent means and judgment, and his company does not compete so far as I know with the Dresden Lace Works.

Yours very truly,

A. M. PATTERSON,
President.

AMP-h

PLAINTIFF'S EXHIBIT No. 20.

E. I. Du Pont De Nemours & Company,
Wilmington, Delaware.

Dyestuffs Sales Department.

21 East 40th St.,
New York City.
June 26, 1918.

Mr. Francis P. Garvan,
Alien Property Custodian,
110 West 42d Street,
New York City.

Dear Mr. Garvan:

I enclose letter from our mutual friend, Mr. A. N. Patterson, President of the Textile Alliance.

My home, as Mr. Patterson may have told you, is in Wilmington; I am in New York for the day and would be very glad to call at your office at any time that may be convenient to you.

Please read into this a desire to be of any service I can to Mr. Choate and yourself.

If inconvenient to answer by bearer, you can reach me by telephone—Vanderbilt 3700, Extension 16.

Yours very truly,

(Sgd.) M. R. POUCHER.

MRP:JM.

PLAINTIFF'S EXHIBIT No. 21.

AMERICAN DYESTUFF MANUFACTURERS' ASSOCIATION
INCORPORATED
21 East Fortieth Street
New York, Nov. 18, 1918.

M. R. POUCHER, President
L. A. AULT, Vice-President
FRANK HEMINGWAY, Vice-President
C. CYRIL BENNETT, Secretary
CHARLES JENKINSON, Treasurer
BENJ. M. KAYE, Counsel

Board of Governors
L. A. AULT
Ault & Wiborg Co.
Cincinnati, Ohio
ALBERT BLUM
United Piece Dye Works
Lodi, N. J.
ROBERT P. DICKS
Dicks, David Co., Inc.
New York, N. Y.
FRANK HEMINGWAY
Frank Hemingway, Inc.
New York, N. Y.
SAMUEL ISERMAN
Chemical Company of America
New York, N. Y.
ROBERT C. JEFFCOTT
Calco Chemical Co.
New York, N. Y.
ROBERT W. KEMP
Holliday-Kemp Co.
New York, N. Y.
J. MERRITT MATTHEWS
The Grasselli Chemical Co.
Cleveland, Ohio
GEORGE A. MARTIN
Sherwin-Williams Co.
Cleveland, Ohio
AUGUST MERZ
Heller & Merz Co.
Newark, N. J.
MOUNTFORD S. ORTH
Marden, Orth & Hastings Corp.
New York, N. Y.
MORRIS R. POUCHER
E. I. du Pont de Nemours & Co.
Wilmington, Del.
STANLEY STANISLAUS
The Stanley Aniline Chemical Works, Inc.
Lock Haven, Pa.
GEORGE S. WHALEY
John Campbell & Co.
New York, N. Y.

Executive Committee
AUGUST MERZ
ROBERT C. JEFFCOTT
ROBERT P. DICKS
J. MERRITT MATTHEWS

Mr. H. E. Danner, Secy.,
National Assn. of Cotton Finishers,
320 Broadway, New York City.

Dear Mr. Danner:

Attached you will find a synopsis of the plan wh the American Dyestuff Industry considers the m satisfactory way of protecting the Industry until it h grown to a point where it is on a par with the pre-w German Industry.

This synopsis is based upon the English propos law, and it would appear from the amount of literatu that we have read on the subject, that they have go into the situation very carefully.

I trust that you will have time in the near futu to talk the matter over with those members of yo Association who you consider to be leaders, and l me know as soon as you can, what the general attitu of the cotton finishers will be towards the idea.

Yours very truly,

(Sgd.) C. CYRIL BENNETT,
Secretary.

CCB.VS.
ENC. Synopsis of plan.

SYNOPSIS OF PLAN.

Proposed by the American Dyestuff Manufacturers' Assn., Inc., as a method of protecting the Industry during the period of re-construction, and until such a time as it can be demonstrated that the Dye Industry of America is on the same footing as the pre-war German monopoly.

(1) The American Dyestuff Industry has had to establish itself under extremely trying conditions. First came the sudden demand for a product of which we knew nothing; second, the gradual bringing of essential crudes into the market was hampered by the requirements of our Allies for explosives; third, the entrance of ourselves into the war intensified this demand for crudes, and at the same time, took a great many of our young technical chemists into Government service for munitions of war, and also by a serious limitation of our ability to secure proper materials, apparatus and labor.

(2) In spite of this, the American Industry has fairly well taken care of the dyestuff needs of the Textile and other industries, thereby maintaining our industrial supremacy.

(3) It is the proposal of the British Government, who have studied this subject very carefully, and regard the Dyestuff Industry not only as a pivotal industry in times of peace, but an essential part of the War program (namely, explosives), that in order to conserve their Industry, it will be necessary to have a system of licensing for the control of imports of dyestuffs for a period of ten years after the war. This measure has already passed the Asquith Administration, and the Lloyd George Administration, and without any question, will be enacted into law. Their method of procedure, as suggested, is that they will

have a mixed commission of equal representation of the dye manufacturers and dye consumers, with the Board of Trade acting as the Government agent in the matter. By this means they will be able to go ahead and develop the various colors which they have not yet manufactured, and, at the same time, conserve the interests of the dyestuff consumer by allowing such amounts of essential dyestuffs to come in as would meet the requirements of the consumers.

(4) The American Dyestuff manufacturers feel that this is about the only way in which the Industry can be conserved in this country; that no matter how much tariff you put on those articles which are not manufactured here, there will always be in the hands of the competitor, a line of products which might be used as a "force line"; moreover, the consumer naturally is not going to pay the huge price for dyes that he has been paying, and will certainly not stand for any excessive tariff.

(5) In view of the political situation as now exists in Washington, with the Administration committed to free trade, and the House and Senate committed to protective tariff, it would seem that the only solution to be found would be in a middle course, and adopt a policy which could be characterized as non-partisan. The War Trade Board has been exercising a function almost identical with the above plan of licensing of imports, and while it is a war body, and would probably not have any constitutional rights in times of peace, yet it may be possible to work out some plan whereby the Dyestuff Industry could be protected from the world.

(6) The Dyestuff manufacturers feel that their fate more or less lies in the hands of the consumer, and without the sympathetic support of the consumer, they will not be able to gain much headway even as

was the case in the memorable Tariff fight of March, 1916.

American Dyestuff Manufacturers' Assn., Inc.
21 East 40th Street, New York, N. Y.

November 20, 1918.

C. Cyril Bennett, Esq.,
Secretary,
American Dyestuff Manufacturers Ass'n,
21 East Fortieth Street,
New York.

Dear Sir:

Acknowledging yours of the 18th inst. enclosing copy of the plan which the American Dyestuff Industry considers practical in protecting the Industry, I would advise you that our representatives will be in Washington on November 25th, to meet with the Dyestuff Section of the War Industries Board, and this matter will no doubt receive attention.

I am submitting the Synopsis of your plan to them and will advise you further on receipt of their report.

Very truly yours.

Secretary.

HED/NW

PLAINTIFF'S EXHIBIT No. 22.

November 20, 1918.

C. Cyril Bennett, Esq.,
Secretary,
American Dyestuff Manufacturers Ass'n,
21 East Fortieth Street,
New York.

Dear Sir:—

Acknowledging yours of the 18th inst. enclosing

copy of the plan which the American Dyestuff Industry considers practical in protecting the Industry, I would advise you that our representatives will be in Washington on November 25th, to meet with the Dyestuff Section of the War Industries Board, and this matter will no doubt receive attention.

I am submitting the Synopsis of your plan to them and will advise you further on receipt of their report.

Very truly yours,

H. E. DANNER,
Secretary.

HED/NW

PLAINTIFF'S EXHIBIT No. 23.

August 1st, 1918

Frank Hemingway, Esq.,
Member Executive Committee
American Dyes Institute,
115 Broadway,
New York City.

Dear Sir:

You will recall that as per resolution adopted at a special Industry Meeting, held at the Hotel Biltmore, New York City, on June 25th, 1918, the Chairman, Dr. J. Merritt Matthews, appointed the following committee:

Mr. E. V. Patterson,
E. I. duPont de Nemours & Co., CHAIRMAN,
21 East 40th Street,
New York City

Mr. T. A. Green,
553 Munsey Building,
Washington, D. C.

Mr. J. O. Hasson,
The Sherwin-Williams Co,
Cleveland, Ohio,

to represent the Dyestuff Manufacturers and urge upon the War Industries Board the importance and the necessity of establishing the manufacture of dyes and intermediates as an essential industry.

I am advised by Mr. Patterson that Dr. J. Merritt Matthews, Mr. T. A. Green, and Mr. E. V. Patterson met last Monday, in Washington, for the purpose of organizing and outlining a plan of procedure.

It was the judgment of this committee that in order to obtain a proper hearing they must be officially accredited as representing the industry, and therefore Dr. Matthews is preparing to submit to the executive committee of the American Dyestuff Manufacturers Association, Inc., and also the executive committee of the Chemical Alliance, the advisability of both organizations appointing Mr. Patterson, Mr. Green, and Mr. Hasson as their representatives before the War Industries Board.

In line with the above, I am therefore addressing this letter to each member of the executive committee, and would ask that you kindly advise by return mail, if possible, if you, as a member of the executive committee of the American Dyes Institute vote to appoint the above mentioned gentlemen as a committee to represent the American Dyes Institute in the matter outlined above.

If

The Chemical Alliance,
The American Dyestuff Mfrs. Assn., Inc., and
The American Dyes Institute

through their executive committees appoint this spe-

cial committee, it will feel more confident of receiving proper recognition by the War Industries Board.

Soliciting your prompt reply, I remain

Very truly yours,

H. E. DANNER,
Secretary.

HED: IF.

PLAINTIFF'S EXHIBIT No. 24.

August 1st, 1918.

Mr. R. Poucher, Esq.,
Member Executive Committee
American Dyes Institute,
Church Building,
Wilmington, Del.

Dear Sir:

You will recall that as per resolution adopted at a special Industry Meeting, held at the Hotel Biltmore, New York City, on June 25th, 1918, the Chairman, Dr. J. Merritt Matthews, appointed the following committee:

Mr. E. V. Patterson,
E. I. duPont de Nemours & Co., CHAIRMAN,
21 East 40th Street,
New York City

Mr. T. A. Green,
553 Munsey Building,
Washington, D. C.

Mr. J. O. Hasson,
The Sherwin-Williams Co.,
Cleveland, Ohio,

to represent the Dyestuff Manufacturers and urge upon the War Industries Board the importance and

the necessity of establishing the manufacture of dyes and intermediates as an essential industry.

I am advised by Mr. Patterson that Dr. J. Merritt Matthews, Mr. T. A. Green, and Mr. E. V. Patterson met last Monday, in Washington, for the purpose of organizing and outlining a plan of procedure.

It was the judgment of this committee that in order to obtain a proper hearing they must be officially accredited as representing the industry, and therefore Dr. Matthews is preparing to submit to the executive committee of the American Dyestuff Manufacturers Association, Inc., and also the executive committee of the Chemical Alliance, the advisability of both organizations appointing Mr. Patterson, Mr. Green, and Mr. Hasson as their representatives before the War Industries Board.

In line with the above, I am therefore addressing this letter to each member of the executive committee, and would ask that you kindly advise by return mail, if possible, if you, as a member of the executive committee of the American Dyes Institute vote to appoint the above mentioned gentlemen as a committee to represent the American Dyes Institute in the matter outlined above.

If

The Chemical Alliance,
The American Dyestuff Mfrs. Assn., Inc., and
The American Dyes Institute

through their executive committees appoint this special committee, it will feel more confident of receiving proper recognition by the War Industries Board.

Soliciting your prompt reply, I remain

Very truly yours,

H. E. DANNER,
Secretary.

HED: IF

PLAINTIFF'S EXHIBIT No. 25.

DUPONT
Established 1802

E. I. DUPONT DE NEMOURS & COMPANY
Wilmington Delaware
Dyestuffs Sales Department

August 6th, 1918.
File 2975.

Mr. H. E. Danner, Sec'y.,
American Dyes Institute,
320 Broadway, New York City.

Dear Mr. Danner:—

I find upon my return to the office to-day your letter of the 1st instant.

I had a talk with Dr. Matthews about this Committee and it comes down to this: the first thing to consider is the proper avenue of approach to the War Industries Board. The answer to this is that there is but one approach, namely, the Dyes and Intermediates Division of the Chemical Industry. The province of this committee therefore is not to undertake to represent the chemical industry of the American Dyestuff Manufacturers Association and the American Dyes Institute before the War Industries Board, but rather to prepare suitable matter in behalf of the American Dyestuff Manufacturers Association and the American Dyes Institute, and to place this matter in the hands of Dr. Charles L. Reese, Chairman, and Dr. J. Merritt Matthews, Secretary, of the Dyes and Intermediates Division of the Chemical Alliance. The matter will pass from this Division to the Chemical Alliance, as a body and with their endorsement will go to the War Industries Board.

I was not present at the meeting when this committee was authorized.

I have sent Dr. Matthews a copy of this letter, and suggest that you have a talk with him.

Yours very truly,

DYESTUFFS SALES DEPARTMENT,
M. R. POUCHER,
Director.

MRP:S.

PLAINTIFF'S EXHIBIT No. 26.

MINUTES OF MEETING
EXECUTIVE COMMITTEE
AMERICAN DYES INSTITUTE
JANUARY 22ND, 1919.

A meeting of the Executive Committee of the American Dyes Institute was held in the office of the Secretary, Mr. H. E. Danner, 320 Broadway, New York City, on Wednesday, January 22nd, 1919, at 2:00 P. M.

The following firms were present and represented as follows:

E. I. DUPONT DE NEMOURS & Co...Mr. M. R. Poucher
Judge Laffey
GRASSELLI CHEMICAL Co.....Dr. J. Merritt Matthews
THE HELLER & MERZ Co.....Mr. August Merz
FRANK HEMINGWAY, Inc.....Mr. Frank Hemingway
NATIONAL ANILINE & CHEMICAL Co...Mr. W. T. Miller
Mr. Wigglesworth
Mr. H. Ottis

The meeting was called to order by Mr. W. T. Miller.

The question as to the practicability and advisability of the American Dyes Institute undertaking (through a properly organized corporation) to purchase all German owned patents (for the manufacture of Dyes and Intermediates) from the Alien Property Custodian, was discussed at length.

It was understood that if such a corporation were organized and did purchase such patents and operating licenses, they would resell same to American Manufacturers without profit. Mr. Wigglesworth then moved, and it was unanimously adopted, that inasmuch as this was a matter of national interest, it should be referred to a committee of three, with President Mr. W. H. Cottingham, acting as an Ex-Officio member, it being the understanding that this committee would investigate this subject and be prepared to make recommendations to the members of the Institute at the next regular meeting.

Thereupon the Chair appointed the following committee:

Mr. M. R. Poucher.....CHAIRMAN
E. I. duPont de Nemours & Co.
Mr. Wigglesworth,
National Aniline & Chemical Company
Mr. August Merz,
The Heller & Merz Company,

and, as stated above,

Mr. W. H. Cottingham—Ex-Officio Member
The Sherwin-Williams Co.

In connection with the above, it was understood by the members present that the Alien Property Custodian had indicated his desire to dissolve his office and

wind up his duties, and place all patents in the hands of the American Industry.

It was suggested, inasmuch as the Hercules Powder Company were offering Intermediates for sale, that Mr. Poucher approach this firm with the thought that they might be interested in becoming members of the Institute.

The galley proof of the pamphlet prepared by Mr. Eddy was read paragraph by paragraph, and with certain minor changes, the Secretary was instructed to request the printer to furnish an estimate for lots of 5,000, 10,000 and 50,000 booklets, this estimate to cover two sizes, one a 3-½ x 6-¼ booklet, the other a 5-⅜ x 8-¼ booklet.

The Secretary was also instructed to prepare a sketch of a new letterhead for the Institute, such letterhead to include the names of all the Officers, Executive Committee, and Board of Governors.

The meeting then discussed the subject of a budget for the coming year, and inasmuch as some of the members had expressed themselves as being willing to subscribe only to the general work of the Association, and had indicated their unwillingness to have any part of their assessments used for Open Price Work, the Secretary was instructed to send to each member of the Executive Committee a questionnaire with the request that he place opposite the names of the members listed thereon what, in his judgment, each member should be assessed.

1. In order to raise $50,000 for expenses for the current year.
2. In order to raise or provide $25,000 for expenses for the current year.

On motion, the next meeting of the Executive Committee was set for Monday, January 27th, same

to be held in the office of the Secretary, 320 Broadway, New York City, at 1:30 P. M.

There being no further business, on motion, the meeting adjourned.

(Sgd.) H. E. DANNER,
Secretary.

HED:IF.

PLAINTIFF'S EXHIBIT No. 27.

January 25th, 1919.

Mr. W. H. Cottingham, President,
American Dyes Institute,
New York City.

Dear Mr. Cottingham:

I find through error a letter which I wrote to you on the 27th, the day following the last meeting of the Executive Committee, was not mailed and became misplaced, and I am extremely sorry for this oversight.

At this meeting there was a long discussion with reference to the possibility of the members of the American Dyes Institute undertaking to purchase all the present German patents and operating licenses held by the Alien Property Custodian. Mr. Poucher explained that the Alien Property Custodian was anxious to wind up his affairs and had proposed that the above mentioned patents be purchased by a Corporation, who would, in turn, resell same to those interested, but without profit. It was thought this would make the patents available to the public rather more readily and more equitably than by public auction. It was considered that this was a matter of national interest and upon motion of Mr. Wigglesworth, who was present from the National Aniline & Chemical Company, it was decided to refer the matter to a special commit-

tee of three, with yourself as President, acting in an Ex-Officio capacity and to represent Cleveland and Cincinnati interests.

Thereupon, the following committee was appointed:

Mr. M. R. Poucher.....CHAIRMAN
E. I. duPont de Nemours & Co.

Mr. Wigglesworth,
National Aniline & Chemical Co.

Mr. August Merz,
The Heller & Merz Co.,

and yourself.

The entire matter will, of course, be referred to the Institute at their regular meeting on February 7th.

Very truly yours,

H. E. DANNER,
Secretary.

HED:IF.

PLAINTIFF'S EXHIBIT No. 28.

CONFERENCE OF DYE MANUFACTURERS
Held at the Office of the Alien Property Custodian, January 27, 1919

Present:

Representing the Alien Property Custodian—
Mansfield Ferry
F. J. Horne
W. T. Gordon
Joseph H. Choate, Jr.
Ramsay Hoguet

Committee of the American Dyes Institute—
M. R. Poucher

Henry Wigglesworth
August Merz
R. C. Jeffcott
B. C. Hesse
F. E. Barrows
Representing National Analine Co.
C. Protto Judge Laffey, Counsel.
Representing E. I. Du Pont de Nemours Co.

Mr. Hoguet: I suggest that Judge Laffey, who has given considerable thought to the organization necessary to carry out the proposed program, outline his views on what should be done.

Judge Laffey: The general purpose of the proposition, as I understand it, is that the Alien Property Custodian is to sell, either by Executive Order or under the Act, the patents that are germane to the dye industry as a whole, for a fair and proper consideration to be arrived at by proper negotiations by the parties interested and the Alien Property Custodian. From the standpoint of the dye industry, and speaking for the dye industry as a whole, it is proposed, in order to make this plan effective, that the members of the dye industry and such others as may be interested in joining with them co-operate to form a corporation for the purpose of becoming the purchaser at this sale. The certificate of incorporation, as the fundamental contract between the stockholders, should contain proper safeguards and conditions to the effect that the corporation purchasing these patents should grant now exclusive personal licenses not only to their own stockholders, but to all American manufacturers desiring to use the same on some uniform basis; the cardinal principle being that everybody in the industry that can use these patents have the right to apply for a license on the same terms that the stockholders of the company should have, there being no discrim-

ination among the stockholders or others desiring to take and pay the license fee therefor. The declared purpose of the incorporators being not to make this a money-making corporation, but to charge such a license fee as will pay proper dividends on the capital invested, after paying running expenses of the corporation and a sufficient additional sum to amortize the patents; that is to say, as soon as enough surplus was paid in in the way of license fees to redeem the preferred stock, which my thought would be to use as a money-raising stock, that that stock could be redeemed and at that point, the licenses to everybody should drop to a nominal sum. That in general is the plan which the purchaser suggests.

Mr. Ferry: Is that the view of the entire committee, a representative statement?

Judge Laffey: That is the scheme we are trying to develop. The Committee is working on the assumption that it would meet the approval of the Dyes Institute.

Mr. Poucher: What we did was to call a meeting of the Executive committee of the Dyes Institute and submit the general plan to the Committee. Judge Laffey made to that Committee the same statement covering the general outline he has made here today, and that has the approval of the Executive Committee, in accordance with the resolution, of which I sent you a copy, Mr. Hoguet. The next step would of course be, if we are in accord, to call a meeting of the entire membership of the Institute.

Mr. Hoguet: The American Dyes Institute, I understand, is an association of dye manufacturers which represents a very large number of concerns interested in this line of business.

Mr. Poucher: We think it represents ninety odd per cent of the production.

Mr. Hoguet: This is a list of the officers and members of the Institute.

Mr. Poucher: The Institute and the Association were two organizations; one an open price organization known as the Institute; the other an association containing among its membership some who did not belong to the Institute. A few weeks ago, these were amalgamated, and stand today as one organization. The list is of the members of the Institute as it stands under the consolidation.

Mr. Hoguet: I will attach to this memorandum, a printed copy of the constitution of the American Dyes Institute.

Mr. Poucher: Mr. Danner, Secy. of the Institute, called up and said there were several minor changes to be made in the print of the By-laws, also that Mr. Eddy had not yet corrected this proof. Another print will come along later, but this will serve the general purpose.

Mr. Ferry: What provision will be made for financing this proposed corporation?

Judge Laffey: The stockholders co-operating would of course be expected to finance it.

Mr. Ferry: Who would be expected to be the stockholders?

Judge Laffey: Members of the Dye Institute and possibly others who might see fit to join.

Mr. Ferry: Has any estimate been made of the amount of capital needed?

Judge Laffey: No, sir.

Mr. Ferry: Does the Dye industry stand ready to subscribe to such an amount of stock as is necessary?

Mr. Poucher: I think the Industry stands ready to finance the proposition, if the patents can be established to justify them in going into it.

Mr. Ferry: Are the limitations understood to which the Custodian is subject in making a sale?

Mr. Poucher: You mean at public sale unless an Executive Order provides for private sale.

Mr. Ferry: That is true, but at the same time it is very much against the policy of the office to apply for an Executive Order for private sale, except in most exigent cases, where a very real need arises, and if you can, give reasons for making it private rather than public sale, to justify submitting it to the President.

Mr. Jeffcott: It was a national emergency that brought this Act into being. Patents were obtained not from individual owners in Germany, but from all German interests. The same national emergency has brought to light the need of a national industry in this country, and unless it (as such, not as individuals) can be protected against German ownership of patents, it will suffer. This, as I understand it, is more or less being viewed as an altruistic proposition.

Mr. Ferry: The reason applies to the necessity for such a corporation, but why is it pertinent to the question of public or private sale?

Mr. Ferry: Why do you consider that a public sale would not be expedient, and that a private sale of patents is necessary?

Mr. Wigglesworth: As we interpret the nature of the Act, it empowers the Enemy Alien Custodian to sell these patents, as obliging him to consider their sale in the light of the ability of the buyer to perform; that is, to say, in developing a substantial dye industry in this country able to hold its own in competition with whatever the future may bring. We feel that in a number of instances of sales that have already been made by the Custodian, involving a number of dye and other patents, this has not been accomplished, and that the development of the dye industry is threatened if such sales be repeated. No speculative buyer, or no well-intentioned buyer, is competent to realize the

stupendous difficulties that he will be involved in through litigation, intimidation and German intrigue, and we believe that only an association such as the Dye Institute represents can be expected to face the situation and finance and carry out the proceedings and responsibilities that will be involved in the ownership.

Mr. Hoguet: May I ask, Mr. Wigglesworth, what the reasons are for stating that the patents should be sold to an association representing the industry as a whole, rather than to an individual, and what the responsibilities of ownership are that he refers to?

Mr. Wigglesworth: The first responsibility is an actual productive development of the patented dye. We can not round out the industry and satisfy the enormous number of consumers who require these dyes to finish two to three billion dollars worth of goods.

Mr. Ferry: Goods in course of production?

Mr. Wigglesworth: Goods waiting finishing by means of printing and otherwise, with dyes. I mean, of course, cotton printing and finishing in other senses of the word. The industry remains threatened so long as the United States is unable to complete the work it has undertaken by adding to the variety and number of dyes that the textile and other consuming manufacturer are accustomed to employ to give the variety and diversity of products that the public were accustomed to before the war. The dye industry up to this point has been concerned in dyeing uniforms and in making it possible for the public to be supplied with plain colors such as were involved in war times—blacks, blues, and khaki colors—quantity production rather than variety production. We have succeeded in those four years in passing from mere quantity production without reference to quality, into quantity production plus quality, but we have not succeeded in passing from quantity production into variety production, and we

could very easily be knocked out of the industry by the introduction of varieties, which according to the Norton census, made for the fiscal year 1913-14 amounted to over six thousand colors.

Mr. Hoguet: You regard these patents then as a possible means of excluding importation of a number of these varieties after the war?

Mr. Wigglesworth: We think that is very doubtful, on account of the difficulties involved in litigation, since any importer becomes owner of one of these patented dyes. If he buy, say a hundred tons of one of these patented dyes, the litigation would involve you against that importer, and not against the former owner of the patent.

Mr. Choate: Would not that work out to the direct advantage of the proposed corporation, in that the importer would be a weak antagonist in litigation, by virture of the smallness of his interest?

Mr. Wigglesworth: The importer I think in the past has generally been the victim of litigation, the medium through which these many lawsuits were carried out. I do not think in the past we would find that it was importer against importer, but that it was the German producers themselves that were in litigation with the importer actually representing one of their German competitors aiming at this same field.

Mr. Choate: Mr. Wigglesworth, why do you feel that the Germans, with all their immense knowledge of this business, troubled and went to the extent of taking out hundreds, and in fact, thousands, of patents covering the manufacture of dyestuffs in this country?

Mr. Wigglesworth: I would remind you that German dye industry was a world monopoly, not a German monopoly, but an international monopoly supplying all the world. Until this war we believed that it was perhaps the most favorable economic scheme for the development of an industry of such small impor-

tance in its financial aggregate, but since the war there has been made plain to everybody the fact that this small industry is a key industry that is the determining factor of the value of two or three billion dollars worth of goods in an ultimate destiny—whether they shall be dyed with inferior or superior dyes.

Mr. Ferry: Two or three billion annually?

Mr. Wigglesworth: Yes, annually, and that the consumer can not give his fabrics and goods the precise finish he wants unless industry, which is in the hands of the Germans, concludes to permit him to use the best dye, a second rate dye, or a third rate dye, and in that sense, the moment these quantities of goods get into the markets of the world, more particularly into export markets, the German is in a position to dictate whether they shall be equal to competition with him or shall not be equal to compete.

Mr. Hoguet: That does not answer my question. I want you to tell me why the Germans found it worth while to spend the hundreds of thousands of dollars necessary to get those patents, having no intention whatever of manufacturing over here, unless they felt that those patents did furnish an obstacle to importation by anybody else from anywhere else. They knew the business better than anybody else. Were they right in that sense? If they were, these patents form an obstacle now. It seems to me that this question divides itself into two branches. You can consider the patents from two points of view; either as being used by the Germans as a medium to prevent the manufacture in this country by American industry, or as being used by American owners to exclude importation after the war. I think Mr. Jeffcott has some views on that subject.

Mr. Jeffcott: I am not half so much interested in the second part as I am in the first part. It seems

to me that we are in favor of having this done regardless of the importation situation.

Mr. Wigglesworth: I wanted to answer Mr. Choate's question, but it seemed necessary to make a little preamble. Germany had carried on a propaganda for years that no country had the raw material to do this thing except herself. She was lying in that statement. In 1910 we commenced to prove that she was lying, and before 1914 had established to those intimate with the chemical industry that the United States possessed in its latent form twice as much raw material for use in the manufacture of dyes as Germany did, and we did not admit either that the German propaganda that we had not the intelligence was the second reason why we could not develop the industry. We believed and knew that we had the intelligence, but that we must build the foundations and prepare the fabric of the structure to sustain so complicated and so scientific an industry. One of the steps in sustaining that structure and maintaining that structure was the necessity for continually supplying the capricious consumer with variety. In carrying out that end we were obliged all of the time to be perfecting new dyes and new shades. More particularly that was the case when the Germans themselves were in competition with one another, but since the war, where there were three groups previous to the war in competition, there is a general consolidation of these, which is economically prudent and far-sighted, because the industry should not be a segregated affair. It must be tied together by some such means with this Dye Institute or such means as Germany employs, which would be prohibited through our anti-trust laws. In constructing that fabric one of the most important supporting elements was the patent end. They were all the time devising in their research laboratories new and simpler methods for obtaining these reactions. Sometimes in a single

patent Dr. Hesse has figured that it is possible to obtain a million reactions, so that the mere patent does not show all the reactions necessarily that were aimed at; but if they could get literally a million reactions covered by one patent, it was wise to obtain that and to secure a monopoly in that as quickly as they could. It was not a United States monopoly alone, but an international monopoly. In the United States, as illustrated, the Germans took out 90 per cent of the chemical patents taken out, and they had a large organization in their central office in Germany, with the most able men selected in each country in which they were taking out these patents, and it was perfectly natural that they should perhaps even go to excess in taking out these patents, in that they could not tell where a line of attack might spring from.

Mr. Hoguet: I would like to hear you discuss these patent situations from these two points of view.

Mr. Jeffcott: My answer to Mr. Choate's question would have been that Germany took these patents out for the purpose of preventing any nation from starting within its own borders an industry competitive to Germany's.

Mr. Hoguet: Mr. Jeffcott, do you think that they really were afraid to the extent of several hundred thousand dollars worth of manufacturing starting in America before the war? I have felt that for at least ten years before the war they were so absolutely satisfied of their superior economic situation that they were convinced that no manufacturer could have succeeded against their competition.

Mr. Wigglesworth: If we are given an opportunity to buy the proper use of these patents, we'll show them.

Mr. Choate: I agree with you; that is what we are trying to do.

Mr. Wigglesworth: I do not admit necessarily that

the patents alone are adequate to justify or enable us to perform. We could ignore these patents that you are selling if we had an adequate research department. It takes time. It will take time, even with the patents.

Mr. Ferry: It is for that reason that you do not feel that the ownership of these patents by any one corporation would give the protection that is needed?

Mr. Wigglesworth: Yes, that is so.

Mr. Ferry: Would it be a question of resources on the part of the corporation?

Mr. Wigglesworth: That is, scientific and legal and financial resources.

Mr. Ferry: Would any one corporation be able through its own financial resources and its resources in all ways, to withstand the assaults of Germany, which from what you have said, I understand would not be the assault of one manufacturer, but would be the assault of the entire trade, which would have been organized by Germany for that purpose?

Mr. Wigglesworth: The United States has twice fairly launched this industry, and twice the Germans have torpedoed it. In 1883 they persuaded the consumer that America was dilletante, dabbling in scientific pursuits that it could never make a success of, and Congress withdrew a tariff of 50 cents a pound. That instantaneously destroyed all the structural foundations that had been created. In 1910 the General Chemical Co. and the Barrett Manufacturing Co. and the Solvay Process Co., fully cognizant of these difficulties confronting anybody that entertained a notion of building up this industry, agreed that sooner or later it should be done, and that the first step involved embarking into the manufacture of intermediates. They agreed that they would launch another start, notwithstanding the experiences of the past, and selected, instead of manufacturing dyes, the most important field, primary intermediates, namely aniline oil, which

is the basis of aniline colors. They were disposed to believe that the Germans would hesitate to combat an effort inaugurated by such a powerful group as those three concerns represented. Congress at this time recognized the need of the industry and shortly afterward placed a duty on aniline oil of 10 per cent, which was approximately one cent a pound. The Germans promptly sent an emissary, selecting at that time an English manufacturer, English and French being in their Kartels, to notify us that we were trespassing, and going to involve ourselves in difficulties, and that we had better acquiesce in an arrangement that would not be to our injury, and promptly retire before they torpedoed us again. As we would not discuss the matter, the one cent a pound duty was promptly asborbed by the German producer and the price dropped one cent a pound lower than the market preceding that tariff placed on aniline oil. One of their highest officials said at that time, "We admit that this is only a small cloud on the horizon, but we do not propose to see it grow into a great thunderstorm above us."

Mr. Barrows: May I reply to Mr. Choate in one respect? Perhaps he has exaggerated both the number of patents and the cost of taking them out in this country. As I figure out the total number of patents, excluding the Bayer patents, which was by far the largest group of dye patents of German origin, there are remaining approximately 1,000 patents still in force relating to dyestuffs and intermediates and dyeing apparatus. The government fees for each patent were $35, so that the total government fees for taking out these patents is $35,000 approximately. The United States patents are in most cases literal translations of the German patents. They were prepared abroad and the same specification followed in Great Britain as in America. The expense of soliciting those patents in this country was comparatively small, be-

cause that was handled largely by their central patent organization in Germany, and the United States local representative was an agent who acted upon their instructions, so that assuming $100 as perhaps a fair estimate of the cost in this country, supplementing what they did in Germany, and the patents would cost perhaps $100,000 to take out, and that distributed over 17 years would be perhaps $6,000 a year, or say $10,000 a year for the government fees and the cost of taking out their patents. That is put up by several companies.

Mr. Choate: Mr. Barrows, you can include for the purpose of my discussion, the Bayer patents and the expired patents, and every patent that has been taken out by the German industry in this country. All I was citing them for was a proof of what the Germans considered the value of patents in excluding importation. My idea was that they were not at all afraid of manufacture.

Mr. Barrows: They can get their patent in this country for a very few thousand dollars a year, and the cost to them of getting it is small.

Mr. Choate: Still it represents a figure of $300,000 all told, for 3,000 patents at $100 per.

Mr. Barrows: Where do you get the 3000 patents? You spread those out over a number of years, and it is a very few thousand dollars a year it would cost to do it.

Mr. Hoguet: I do not see that the cost of soliciting the patents has anything to do with it. It seems to me the question is whether the industry wants the patents or not. It does not make any difference what they cost.

Mr. Wigglesworth: The Germans wanted a monopoly, and the patents were a small part of the expense of maintaining that monopoly. They spent more on graft, ten times over, in assuring themselves that

the dyers would use their dyes only, and that only its domestic dye would be selected in preference. They did not even take the chance of preference coming in. They saw to it that practically every dyer in the country was given four, and perhaps ten times the salary he was getting, in order to use their dyes, and that is infinitely more expensive than any patent soliciting.

Mr. Horne: What better protection by a corporation taking over these dye patents would be had than if they went to a private individual by the ordinary means of a public sale?

Mr. Jeffcott: As a small manufacturer we do not want to see that go to one individual.

Mr. Wigglesworth: I would answer that by saying that a public sale brings out a large number of speculators who are entranced with the glamor of the dye industry. They think "Here is a golden opportunity—an industry that has never been exploited in the country, and we can outbid any one else making a tender, and exploit it," not for the purpose of creating the industry, but for the purpose of stock jobbing.

Mr. Choate: The Sales Committee of the Alien Property Custodian will never confirm a sale to a purely speculative person, but I take it, only to a competent manufacturer.

Mr. Hoguet: Mr. Wigglesworth, is not what you say about a corporation representing the industry buying these patents, as distinguished from any of the individual members of the industry buying them, summed up by saying that the industry as a whole wants these patents to go to a body which represents the industry as a whole, so that that body may administer the patents in the way the industry wants them administered?

Mr. Wigglesworth: I think a very good way has been arrived at, of disposing of these patents, probably the only way that they can be disposed of con-

structively. The only difficulty I see is arriving at the value, and if you are willing, we will now give you as far as we have gone, the classification that we have made in order to attempt to appraise the value of these patents that are now under consideration.

Mr. Hoguet: I would rather you would defer that. There is one point we have not considered, and that is that the Custodian should have the views of the trade as to why the system of licensing established under Section 10 of the Act and administered by the Federal Trade Commission does not fully meet the necessities of the trade. I understand that the industry would not be here asking to buy these patents of the Custodian if the established procedure through the Federal Trade Commission were altogether satisfactory. So I assume that that is not an entirely satisfactory system and Mr. Poucher has stated more or less to me in previous conferences some ideas he has on the subject.

Mr. Poucher: We have taken a number of licenses, and there is quite a long list that we have applied for, as the only proceeding that was open at the time. If it is between the licenses and the ownership of patents in some organization such as outlined here, I do not think we have any doubt as to which would be the better. I think we would be very glad to surrender our licenses under the Federal Trade Commission for participation in the ownership of patents through some such company as this. I think the position of all the companies is very much stronger on that score. Under those licenses you pay a royalty which is unquestionably a handicap, which amounts to 10 per cent. Our license calls for 5 per cent of the value of the use or 5 per cent of the gross sums received by the licensee from the sale.

Judge Laffey: One objection to the license that suggests itself to me is the uncertainty as to the am-

ount of royalty which the licensee is ultimately obliged to pay. Under the Act, the Federal Trade Commission fixes a tentative license. The Act itself provides that within one year after peace is declared, the owner of the patent has the right to file a suit in any District Court of the United States where he can obtain a proper service on the defendant, and have the Court fix the amount of the royalty to be paid, thereby leaving it in great uncertainty as to what royalty the licensee will be ultimately required to pay. In addition to that, the Court must at that time either cancel the license and end the matter, or grant an extension of the license for the full life of the patent, and as a condition precedent to the Court's granting a license for the life of the patent, or for any duration after the suit, the licensee must establish to the satisfaction of the Court that he has invested capital before the suit was brought, for the purpose of exercising the license or practicing the art under the license. The latter is very unsatisfactory, because of the uncertainty as to whether you are going to have a license at all, and as to the amount you will have to pay for it; if the title to the patent remains in the German owner, it is not conceivable that the German owner will appear in this Court to prosecute the suit. He will assign that to some American plaintiff or American corporation, and as I see it, each Federal Judge will exercise his own judgment, depending upon how the evidence strikes him, as to what the license fee shall be. Great confusion it seems to me would result.

Mr. Ferry: The amount of the royalty is not limited to 5 per cent?

Mr. Hoguet: No.

Judge Laffey: I might suggest further that the differential arises in this, that the American licensee will be compelled, in order to be permitted to use the license at all, to pay to the German owner a license

fee as fixed and determined by the Court. The German owner, who is therefore a competitor, not only receives 5 per cent from his American competitor, but he has a differential of 10 per cent in that he has 5 per cent received from his American competitor to trade on.

Mr. Choate: While the American competitor has an additional 5 per cent in his cost of operation.

Mr. Ferry: If the Court should determine that it was not a royalty of a mere 5 per cent, but a larger royalty, the differential would simply be that much larger?

Judge Laffey: Certainly, it would be double. And we all know from experience that the matter of fixing the amount of royalty as a question of fact will be determined by each Federal Judge largely in accordance with the proof of the case before him, and his conclusions will depend largely upon how the evidence strikes him.

Mr. Choate: Mr. Gordon points out that in addition to these disadvantages, the system will compel the licensee to submit his books for audit.

Judge Laffey: Yes, I believe that is in the Act.

Mr. Hoguet: The Dupont Company is the largest single applicant for licenses before the Federal Trade Commission. Would you mind stating the reason why the Dupont Company pursued this policy?

Judge Laffey: For the reason that it was the only avenue open to the Dupont Company, to obtain licenses to use It concluded to embark in this industry, and German patents were an obstacle to the company's proceeding in the industry. Knowing the difficulties surrounding a suit for infringement and the undesirability of investing capital in a manufacture that was so honeycombed with patents as the dye industry, we desired of course to get licenses and to be free from the obstacles that lay in the way of the owner of the

patent contending that we were infringing. We therefore applied for and got such licenses to use such patents as we felt we desired to use or were possibly involved in our operations. We have already received some licenses, and have quite a large number of applications for licenses now pending. We have already signified our willingness to co-operate with the members of the Dye Institute in the formation of such a corporation to acquire these patents, to be used in common by the industry as a whole, if they can be acquired under proper terms and for a proper price, and it does not involve too much of a risk in their acquisition. In event of titles to the patents being acquired by such corporation, who would hold them virtually as trustee for the industry, we would surrender such licenses as we now have under the Federal Trade Commission and not prosecute further our applications for licenses.

Mr. Hoguet: May I ask what the Committee's feeling is regarding the inclusion in the patents they propose to purchase, of all patents which relate not only to dyes, but those which relate to pharmaceutical and general chemical subject matter? My impression is that this proposition might be more easily handled because of the difficulty of segregating the patents into groups, and because of the fact that there may be overlapping fields for the patents, by delivering to this corporation not only the dye patents, but all chemical patents generally. Does the Committee feel that that would be a desirable thing, and if so, have they interviewed the representatives of other branches of the chemical industry to see what their feeling is? My suggestion to Judge Laffey was made because it occurs to me that possibly there may be some industries which are engaged in more than one particular class of chemical work. For instance, the dye industry might use its by-products to manufacture pharmaceu-

ticals, or a more or less general chemical industry might use its processes to manufacture the dye intermediates or pharmaceuticals. In the same way it is possible that certain classes of patents overlap from one branch of the industry into the other, so that it might be desirable to place all of these patents, that is, those which relate to general chemical subjects, and dyes, intermediates, pharmaceuticals, etc., in the hands of one administrative body so that that body might be in a position to assist the industry along the lines it thought best. Of course in the event that this plan were pursued, I assume that the general chemical manufacturers and pharmaceutical manufacturers would signify their desires as this Institute has in relation to dyestuffs, and that it would be called upon to make its proper contribution towards the capital of the corporation.

Mr. Wigglesworth: I think it desirable not to consider them as a whole, or at least to divide them into two broad classifications recognized by chemists—organic and inorganic; that is to say, the carbon compounds as distinguished from the inorganic group. In the inorganic field the industry has developed and is well able to meet with German competition, and yet there are a number of very important patents the ultimate disposition of which at present is unknown. They should be considered by the inorganic manufacturers through their own association, which is much older than the dye Institute. When you come to the carbon compounds, it is difficult to draw a line between medicinals and dyes, because they are all carbon compounds, but it is inconceivable to me that any of the members of the Dye Institute are prepared to consider embarking into any other enterprise at this time until legislation, influence and Congressional action generally in supporting the industry is better known. At the moment we are not even convinced that the

consuming public are prepared to make the sacrifice. When I say the consuming public I do not mean the public at large, who have all shown an extraordinary interest in the successful development of this industry, but we are not certain that the manufacturer who consumes our goods, and who has a distinct financial responsibility, is prepared to make all the sacrifices involved in supporting the dye industry at this initial period of its development, when those sacrifices are very pronounced. So we are uncertain as to the amount of support we are going to get from the actual dye user. How unwise it would be to add to our difficulties entertained in development into the art of pharmaceuticals. We have taken the trouble to meet with some of the world renowned pharmaceutical distributors, who in this country are not really manufacturers, although they are generally supposed to be manufacturers. They are really only dispensers and distributors and have made a great art of this dispensing. There is nobody in Europe to compare with the magnitude and success in the art of dispensing pharmaceuticals. When we ask how far they are prepared to encourage with financial assistance the inauguration of that industry, we get no response whatever at this moment, so I can only add to what Judge Laffey says that I do not think that we should attempt to bid for these patents as a whole unless they are thrown in at a mere nominal value. I think we can arrive at an approximate value of the dye patents and that we can not go further than to speculate upon the future of the pharmaceutics.

Mr. Poucher: You asked, Mr. Hoguet, if the Committee had taken any action about it. They have not. We stand as having discussed the situation in a broad way, more particularly having in mind, of course, the dye patents only. It strikes we that if it is the desire of the Custodian to carry out some such plan as this,

and he would like to use the Institute for the purpose, that a way could be found, maybe in connection with some of these other associations to do it. Whether this is desirable or not, I do not think we have come to a conclusion ourselves. It has not been discussed.

Mr. Wigglesworth: I should like to correct the record where I said no response. I mean by that, a negative response. The pharmaceutical people are absolutely negative. No, they will not do it. This is worse than mere lack of interest.

Mr. Jeffcott: Did they give an indication as to their motive?

Mr. Wigglesworth: The only reason they gave is that they have no interest. They are too much involved in dispensing and distributing, and they recognize that as the line of demarkation. They do not want to be manufacturers.

Mr. Hoguet: Are there not a lot of pharmaceutical manufacturers in this country corresponding, for instance, to the Bayer Company?

Mr. Jeffcott: There will be no large manufacturer of dyes that will not make the pharmaceutical.

Mr. Wigglesworth: That step will hardly come about in the patents for the moment under discussion until the field clears itself. You must first sweep away these difficulties and see what is ahead of us. I think anybody will be very unwise to discuss or consider complicating the question by a field so absolutely nebulous. There is not a single pharmaceutical manufacturer of carbon compounds involved in these dye patents who is capable of either co-operating with us or entering into it himself.

Mr. Hoguet: Mr. Wigglesworth, can you give us the names of the trade organization which corresponds to this in the pharmaceutical and similar lines, that might be interested in these patents?

Mr. Wigglesworth: There is the National Wholesale Druggists Association and the Association of Manufacturers of Medical Products. Both of these people bear the same relation to the industry as Riker and Hegeman and Liggetts and these other people bear to our industry. They are mere dispensers. You go in there, hand in your prescription, and they dispense it. The National Wholesale Druggists Association and the Association of Manufacturers of Medical Products bring together these various dispensers, the largest of whom are Parke, Davis & Co. of Detroit and Lilly & Co. of Indianapolis, who in place of dispensing one prescription at a time, put up a million prescriptions.

Mr. Hoguet: May not the attitude of these dispensers you refer to toward the patents be due to their expectation that they will purchase from the German importer after the war, and that they do not wish to shut off their source of supply?

Mr. Wigglesworth: That is true, owing to the inability or failure of America to step into this undertaking.

Mr. Hoguet: I take it from what you have said that there is no established coal tar or pharmaceutical manufacturing industry in this country?

Mr. Wigglesworth: I think it is no injustice to answer that, "No."

Mr. Hoguet: What I would like to know now is what is the chance of such an industry being established by industries in similar lines of work, as for instance the dye industries, were these patents covering these particular pharmaceuticals given over to the dye industry.

Mr. Wigglesworth: That in itself would not be a sufficient inducement. We have first of all got to build up a great organization that involves medical study and therapeutic study of these things and of the medical effects upon the human system, as well as

a great army of specialists, which we have been attempting to do in dyes. Nobody has begun it in this country. I think it would be very foolish to even dream of attempting it until we see where we are going to. Let us see light through the woods we have entered before we complicate it with the pharmaceutical, more particularly since the close connection of the carbon compounds makes it quite possible to steer away from those dyes which would involve you in the production of a by-product that may be converted into a pharmaceutical. We have not run into it once in our progress where we were involved in a by-product that we could not see our way to dispose of without entering into the pharmaceutical field.

Mr. Wigglesworth: I certainly think it would simplify problems if the whole of these organic chemical patents are disposed of to one organization or association. I think the inorganic patents should not be disposed of without reference to the Manufacturing Chemists Association of the United States.

Mr. Hoguet: Your point as I understand it then is that you feel, for the fullest future development, that the way should be left open for the dye manufacturers to go into pharmaceuticals if they wish to, but at the present time the industry is not developed along those lines sufficiently to warrant the dye industry in paying a large sum for these patents.

Mr. Wigglesworth: I think the future is so nebulous that we have not sufficiently cleared up the problems of the dye industry, without considering embarking into pharmaceuticals, though it is a very desirable field to have left open.

Mr. Jeffcott: The question of where the control of these patents be put is secondary, so long as the same principle applies to all of them.

Mr. Hoguet: That is, so long as any industry that wished to develop along a particular line would be able

to secure the rights to develop along that line on a reasonable basis?

Mr. Jeffcott: Yes.

Mr. Poucher: The coal tar factories of Europe have followed two lines. Some of them have produced coal tar dyes and also lines of pharmaceuticals. Others have confined their efforts entirely to coal tar dye, but it seems to me that if we are going to serve the interests of an industry in this country we should certainly be put in a position to follow the line of those who manufacture both coal tar dyes and pharmaceuticals.

Mr. Hoguet: That is, you want to be in as good a position with respect to patents as the Germans are.

Mr. Jeffcott: Is it not true that most of the German dye makers also made pharmaceuticals?

Mr. Poucher: I think there were three out of the six who did.

Mr. Horne: It is not altogether clear to me why a private sale should be necessary rather than a public sale, as in the case of physical properties.

Judge Laffey: The reasons why we suggest a private sale are that it would appear to be an obvious proposition that if these patents are to be sold, it is desirable that the industry concerned purchase them as a whole, in such a way as will facilitate the development of that industry in this country, and will enable all the manufacturers to use them on terms of equality. I assume that at a public sale only those interested in using the patents would be the bidders, as the only parties interested. As to speculative bidders, they should be discouraged. If the industry by and through a corporation to act as a holder of the patents for the common use of all industries interested, is the purchaser at a public sale, there would probably be only one bid, and that might result in the

sale of those patents at a very low, or even a nominal figure.

Mr. Horne: To various holders?

Judge Laffey: Or to various holders, which would confer on the holders all the monopoly that goes with the patent, and would result in injury to the industry as a whole. On the other hand, in a private sale the price is always one arrived at by negotiations between the seller and the buyer, and is quite common in trustees' or receivers' sales. As I have heretofore stated, the organization of a corporation for the purpose of purchasing would seem to facilitate such a purchase and enable the purchaser to grant licenses not only to the stockholders of that corporation but to all eligible persons, firms and corporations, and by eligibility I mean citizens of the United States and corporations or partnerships of the United States, whose stockholders are American citizens holding actual as well as beneficial interest in the business. This policy would be pursued, and it would be put into the certificate of incorporation of the company as a part of the fundamental contract between the stockholders, and any proper assurances could be given by the purchaser or exacted from the purchaser by way of representative, to the effect that all eligible users would be assured of the right to obtain a license to use upon terms of equality with all the others.

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PLAINTIFF'S EXHIBIT No. 29.

AMERICAN DYES INSTITUTE
Room 511 320 Broadway
New York

Minutes of Meeting
Executive Committee
American Dyes Institute

January 31st, 1919.

A meeting of the Executive Committee of the American Dyes Institute was held in the office of the Secretary, 320 Broadway, New York City, on Friday, January 31st, 1919, at 1.30 P. M.

The following firms were present and represented as follows:

E. I. DuPont De Nemours & Co., Mr. M. R. Poucher.

The Grasselli Chemical Co., Dr. J. M. Matthews.

The Heller & Merz Co., Mr. August Merz.

Frank Hemingway, Inc., Mr. Frank Hemingway.

Marden, Orth & Hastings Corp., Mr. R. C. Jeffcott.

Nat'l. Aniline & Chem. Co., Inc., Mr. W. T. Miller, Mr. Henry Wigglesworth, Mr. Barrows.

The Sherwin-Williams Co., Mr. W. H. Cottingham.

Meeting was called to order by the President, Mr. W. H. Cottingham.

Mr. Poucher submitted a report of the special Committee in the matter of the purchase of Enemy owned patents from the Alien Property Custodian copy of which follows and forms a part of the minutes of this meeting.

REPORT OF SPECIAL COMMITTEE OF THE EXECUTIVE COMMITTEE OF THE DYE INSTITUTE IN THE MATTER OF THE CONFERENCE AT WASHINGTON, D. C., WITH THE ALIEN PROPERTY CUSTODIAN.

The Committee met at the office of the Alien Property Custodian in Washington, D. C. at 10.30 on Monday, the 27th day of January. Owing to the illness of A. Mitchell Palmer, Alien Property Custodian, he was unable to be present. His office, however, was represented by Joseph H. Chote, Jr., Ramsey Hoguet, Mr. Horn and Mr. Perry. A meeting was held in which the views of the Committee and their counsel were presented in response to interrogatories propounded by those representing the Alien Property Custodian. A stenographic report was made of the meeting which set forth the views of the various members of the Committee and others present at the meeting. It was the conclusion of the meeting that it is not only desirable but necessary to the successful prosecution of the Dye Industry of the United States that the right to use all German-owned patents which the Alien Property Custodian is authorized to take over and sell be acquired and held under some plan which will enable all interested manufacturers to acquire a non-exclusive personal license to use the same upon equal terms, provided always the price to be paid therefor is fair and reasonable. It was the conclusion of the meeting that a private sale by Executive Order is preferable to a public sale. It was also the conclusion of the meeting that in addition to the patents relating to the dye industry it was desirable to concentrate all chemical patents into the hands of one holding company.

On the assurance that Mr. Palmer, the Custodian, would be able to meet the Committee at 10.30 on Tuesday the 28th, the meeting adjourned until that hour. On Tuesday at 10.30 the Committee again met, but owing to the inability of Mr. Palmer to attend on account of continued illness the meeting adjourned. It

was informally suggested by Mr. Hoguet that the price for all Dye and Chemical patents be fixed at $250,000. The question of price, however, is to be taken up with the Appraisal Committee appointed to advise with the Alien Property Custodian in the matter of prices on property taken over and sold by the Custodian. It was also informally agreed by the members of the Committee that the members of the Dye Institute would finance the cost of searching the titles to the patents in question until a holding company is formed and assist the Alien Property Custodian in determining the question of enemy-owned ownership and the scope of the proposed sale.

After considering the matter carefully and conferring with representatives of the Alien Property Custodian in New York and Washington, the committee recommends the formation of a corporation to the capital of which any member of the Institute or other Chemical Association or manufacturers of chemicals and pharmaceuticals is elegible to subscribe. The subscription to the stock will be represented by a preferred stock paying a seven per cent dividend and the common stock will be issued to such persons and placed under such restrictions by way of voting trust, or otherwise, as may seem expedient to the representatives of the organizations and companies concerned and to the Alien Property Custodian, to insure the administration of the corporation along the lines contemplated.

The proposed corporation will purchase from the Alien Property Custodian at a reasonable price to be agreed upon, all of the enemy owned United States patents relating to dyes, intermediates, chemicals, pharmaceuticals and chemical apparatus and will issue licenses at a uniform and low rate of royalty to all applicants who can demonstrate their thorough Americanism.

The license fees received by the corporation will

be used (first) for the operating expenses of the corporation, including the necessary litigation and (second), to retire the preferred stock. After the preferred stock is retired the license rate will be reduced so as to provide only sufficient funds to take care of the operating expenses of the corporation.

In order to thoroughly canvass the situation and to advise the Alien Property Custodian which patents may be seized, the members of your committee have offered the services of their respective patent counsel gratis and the committee asks for the co-operation of the patent counsel of the members generally in this work.

Your committee recommends that the members of the institute be asked to signify whether they would be willing to subscribe to the capital of the proposed corporation.

Your committee has already approached representative manufacturers in other lines of chemical manufacture and is enlisting their support.

Respectfully submitted,

The Committee,

M. R. POUCHER,
Chairman.
HENRY WIGGLESWORTH,
AUGUST MERZ,
WALTER H. COTTINGHAM.

It was understood in connection with the above report that it was not planned that the American Dyes Institute would become a Holding Company, but a separate Company would be formed to take over all matters pertaining to the purchase and sale of these patents. Pending the formation of such a company, the American Dyes Institute were doing the necessary negotiating.

Mr. Barrows estimated that it would cost from two to ten thousand dollars for the searching of titles and preliminary work, and on motion it was unanimously

> Resolved that pending a formation of a separate company, as outlined in the report of the Committee, the American Dyes Institute finance the preliminary expenses, it being understood that the Institute would be reimbursed by the new company when formed.

Mr. Wigglesworth stated that the Manufacturing Chemists Association were to hold a Meeting on Tuesday, February 4th, and he suggested that the special committee of the American Dyes Institute present this matter to the Manufacturing Chemists Association and invite this Association to appoint a committee to act with the special committee of the American Dyes Institute, and on motion, unanimously adopted,

> It Was Resolved that the Manufacturing Chemists Association be invited to appoint a special committee to act with the committee of the American Dyes Institute as a joint committee with power to close negotiations with the Alien Property Custodian.

Mr. Wigglesworth stated that the Secretary of Commerce had appointed a number of commissioners to go to Europe and study conditions in various industries as it was considered that such a survey would furnish valuable information to industries in the United States. He said he had been appointed as the commissioner to study the Dye Stuff and Chemical Industry and he intended to sail early in February and would make a general survey of conditions and report to the Secretary of Commerce. He suggested that the Secretary would be glad to receive from the Institute a notification indorsing the appointment of Mr. Wigglesworth.

ON MOTION IT WAS RESOLVED that the Executive Committee recommend, at the next meeting of the Institute, that the members indorse the appointment of Mr. Wigglesworth and that the Secretary be instructed to advise the Secretary of Commerce to this effect.

BUDGET FOR 1919.

As directed at the last meeting of the Executive Committee, the Secretary had sent to each member of the Committee a questionnaire requesting each member to indicate what in his judgment the various members of the Institute should be assessed in order to provide funds for the Institute work in 1919. Accordingly this matter was discussed and each member stated what he thought each company should and would be willing to pay toward the expenses.

It was understood that each member of the Institute is charged $250.00 annual dues and below is tabulated the unanimous opinion as to a fair and equitable distribution of assessments to provide a total of Fifty Thousand Dollars for expenses in 1919.

Name of Member	*$250.00 Annual Dues*	*Assessment*	*Total*
The Althouse Chemical Co.	$250.00	$250.00	$500.00
American Aniline Prod. Inc.	250.00	750.00	1000.00
Atlas Color Works Inc.	250.00	———	250.00
The Ault & Wiborg Co.	250.00	2750.00	3000.00
Beacon Color & Chemical Co.	250.00	———	250.00
Butterworth-Judson Corp.	250.00	2750.00	3000.00
The John Campbell Co.	250.00	750.00	1000.00
Certified Chemical Corp.	250.00	100.00	350.00

Name of Member	*$250.00 Amount Dues*	*Assessment*	*Total*
Chem. Co. of America	$250.00	———	$250.00
Commonwealth Chem. Co.	250.00	———	250.00
Consolidated Color & Chem. Company	250.00	2000.00	2250.00
Dicks, David Co. Inc.	250.00	750.00	1000.00
The Low Chemical Co.	250.00	1500.00	1750.00
E. I. duPont de Nemours & Co.	250.00	6750.00	7000.00
Dye Products & Chem. Co.	250.00	250.00	500.00
Essex Aniline Works, Inc.	250.00	1000.00	1250.00
The Grasselli Chem. Co.	250.00	3000.00	3250.00
The Heller & Merz Co.	250.00	1500.00	1750.00
Frank Hemingway, Inc.	250.00	500.00	750.00
Holland Aniline Co.	250.00	250.00	500.00
Holliday-Kemp Co.	250.00	500.00	750.00
Hydrocarbon Chem. Prod. Co.	250.00	100.00	350.00
H. Kohnstamm & Co.	250.00	250.00	500.00
Marden, Orth & Hastings Corp.	250.00	2000.00	2250.00
Merrimac Chemical Co.	250.00	750.00	1000.00
Metals Disintegrating Co.	250.00	———	250.00
Monroe Color & Chem. Co.	250.00	250.00	500.00
Monsanto Chemical Works	250.00	500.00	750.00
Geo. H. Morrill Co.	250.00	250.00	500.00
National Anil. & Chem. Co.	250.00	9750.00	10000.00

Name of Member	*$250.00 Amount Dues*	*Assessment*	*Total*
Naugatuck Chemical Co.	$250.00	$250.00	$500.00
Organic Salt & Acid Co.	250.00	———	250.00
The Sherwin-Williams Co.	250.00	1500.00	1750.00
Transatlantic Chem. Corp.	250.00	———	250.00
U. S. Color & Chem. Co.	250.00	500.00	750.00
Zobel Color Works, Inc.	250.00	———	250.00
Total	$9000.00	$41,450.00	$50,450.00

At the suggestion of Mr. Jeffcott, the Secretary was instructed to prepare a letter to be sent to each member of the Institute showing the assessments made to each member, this letter to be first submitted to the members of the Executive Committee for further discussion at their meeting to be held at the Hotel Biltmore on Friday, February 7th.

Dr. Matthews submitted correspondence he had received from the Ault & Wiborg Company, suggesting that the Institute draft a bill which would incorporate the principles of a licensing system, approved by the Institute and by consumers. It was the judgment of those present that at the present time the Institute was not prepared to recommend any Bill to either the Tariff commission or to Congress. Doctor Matthews was requested to advise the Ault & Wiborg Company to this effect.

The next meeting of the committee was set for 10.30 A. M. on Friday, February 7th, to be held at the Hotel Biltmore, New York City.

There being no further business the meeting was adjourned.

(Sgd.) H. E. DANNER,
Secretary.

HED:IF.

Officers

President
W. H. COTTINGHAM
The Sherwin-Williams Co.

Secretary-Treasurer
H. E. DANNER

Counsel
ARTHUR J. EDDY

Executive Committee
L. A. AULT
The Ault & Wiborg Co.

FRANK HEMINGWAY
Frank Hemingway, Inc.

R. C. JEFFCOTT
Marden, Orth & Hastings Corp.

J. MERRITT MATTHEWS
The Grasselli Chemical Co.

AUGUST MERZ
The Heller & Merz Co.

W. T. MILLER
National Aniline & Chemical Co., Inc.

M. R. POUCHER
E. I. du Pont de Nemours Co.

PLAINTIFF'S EXHIBIT No. 30.

AMERICAN DYES INSTITUTE
320 Broadway
New York

An Association of dye-stuff manufacturers in the United States

February 7th, 1919.

Hon. A. Mitchell Palmer,
Alien Property Custodian,
16th & P Streets, N. W.,
Washington, D. C.

Dear Sir:

The Chemical industries in this country and pa ticularly the dye industry will find itself in a peculiarl critical position so far as the patent situation is co cerned unless steps are taken to relieve the industr of the burden of enemy owned monoplies.

The Badische Aniline und Soda Fabrick own nearly five hundred patents in the United States n one of which has been the subject of any use by a American manufacturing concern. These patents hav been held solely for the purpose of preventing manu facture in this country which might compete with th importation of the German made article. This sit ation exists also in connection with the United State patents owned by several other of the large Germa Chemical manufacturers, notably Meister, Lucius Bruning, The Kalle Chemical Company, Aktien Gese schaft fur Anilin Fabrikation (Berlin Anilin), Grie heim-Elektron and others.

It seems obvious that unless the chemical industr in this country obtains manufacturing rights und these patents, upon conditions that would justify the embarking into manufacture, that the German pate

owners will be in a position to enforce their monopolies in this country after the war and to a great extent nullify the efforts which have been made to establish this industry in this country independently of Germany. This would imperil an enormous investment made in the establishment of dye and other chemical plants in this country which amounts, excluding explosive plants, to upwards of one hundred and fifty million dollars and it might prevent the establishment of a thoroughly American dye and chemical industry which is universally recognized to be a necessity for the United States.

Under the Trading with the Enemy Act two courses are apparently open to the chemical industry: (1) Securing license rights from the Federal Trade Commission under Section 10 of the Act and (2) The purchase of all of the patents outright from the Alien Property Custodian by a holding corporation under Section 7 (c) as amended and Section 12 of the Act. The first of these courses is considered by the trade to be entirely impractical for the following reasons:

1. It subjects the American manufacturer to the payment of a five per cent. royalty to his direct German competitor, thus establishing a ten per cent. differential between the American manufacturer and his competitor.

2. The licenses are terminable at the pleasure of a court so that a manufacturer is obliged to make a large investment on a mere chance of being able to continue operations or will refrain from making the investment because of the uncertainty of the license.

3. Licenses under Section 10 require opening of the books of the American companies to German competitors.

4. The rate of royalty fixed by the Federal Trade Commission is a mere tentative rate subject to increase after the war, so that a manufacturer is never certain to what extent his manufacturing cost may be increased.

The second possible mode of procedure if regulated in the proper manner is considered by the trade as represented by this institute to be the only practical solution. It should be pointed out that under the power of sale vested in the Custodian he may dispose of the German owned patents in any way that the actual owner of the patents might dispose of them, since he is vested with the entire title thereto. He may therefore either sell the patents in whole or in groups outright to individual manufacturers, or he may make a sale under the terms of which the industry as a whole may benefit. This institute considers that the sale of the patents or any part of them outright without restriction to an American manufacturer would not affect the desired result, since it would merely substitute an American patent owner for a German patent owner and would thus hamper the free development of the other chemical companies. It is also probable that if a sale of this kind were made, an American purchaser would find himself in possession of a large number of patents which he could not possibly use because of the limitations of his plant or equipment but which he would nevertheless monopolize and that these patents would therefore lie idle and the industry as a whole suffer in consequence.

It therefore seems that the greatest benefit to the industry as a whole will be obtained by selling the German owned American patents in such a way as to permit any American corporation operating in the industry affected to obtain manufacturing rights if it desires.

In order to carry out this plan, this Institute has appointed a sub-committee of its Executive Committee to formulate a proposal to be made to the Alien Property Custodian, whereby the desired plan may be put into effect. The sub-committee has recommended to the Custodian as follows:—

(Copy report of the Committee attached.)

The plan proposed above and recommended to the Institute will obviate the difficulties noted above, in our opinion, and will permit the fullest possible development of the industry. It will be noted that the corporation proposed to be formed is not a money-making corporation, but one which eventually contemplates the issuance to its licensees of licenses substantially without royalty. We may also refer to the fact that this corporation being controlled and operated by those immediately interested in the industry will be necessarily used to promote the industries in the manner in which the industry wishes them to be promoted and may be effectively used to exclude competition by reason of German importation after the war to the extent that the imported products infringe product patents owned by the corporation.

Respectively,

THE AMERICAN DYES INSTITUTE,

(Sgd.) WALTER H. COTTINGHAM,
President.

(Sgd.) H. E. DANNER,
Secretary.

(Sgd.) A. J. EDDY,
Counsel.

EXECUTIVE COMMITTEE:
(Sgd.) J. MERRITT MATTHEWS,
(Sgd.) WM. MILLER,
(Sgd.) FRANK HEMINGWAY,
(Sgd.) AUGUST MERZ,
(Sgd.) M. R. POUCHER.

PLAINTIFF'S EXHIBIT No. 31.

February 8th, 1919

Hon. A. Mitchell Palmer,
Alien Property Custodian,
16th and P. Streets, N. W.,
Washington, D. C.

Attention: Mr. Loder

Dear Sir:

Referring to our letter of February 7th, I would advise that by mistake the wrong report of the Executive Committee was attached to our letter and I am sending you herewith a copy of the report made by the Executive Committee to the Institute at their meeting yesterday.

Will you kindly substitute the enclosed report for that already sent you before our letter is submitted to Mr. Palmer?

Very truly yours,

H. E. DANNER,
Secretary.

HED:IF.
ENCLOSURE.

PLAINTIFF'S EXHIBIT No. 32.

February 8th, 1919.

Mr. M. R. Poucher,
E. I. duPont de Nemours & Co.,
Church Bldg.,
Wilmington, Del.

Dear Mr. Poucher:

I have this morning seen Mr. Hoguet and have submitted the letter forwarded to Mr. Palmer last night, which included the original report of the sub-

committee to the Executive Committee regarding the purchase of enemy owned patents.

Mr. Hoguet has suggested that I write to Mr. Loder (Assistant to Mr. Palmer), requesting that the enclosure sent with the letter last night be withdrawn, and that in its place the report of the Executive Committee made to the Institute yesterday, be submitted.

Very truly yours,

H. E. DANNER,
Secretary.

HED:IF.
ENCLOSURE.

PLAINTIFF'S EXHIBIT No. 33.

AMERICAN DYES INSTITUTE
Room 511 320 Broadway
New York

MINUTES OF MEETING
EXECUTIVE COMMITTEE
AMERICAN DYES INSTITUTE
February 7th, 1919.

A meeting of the Executive Committee of the American Dyes Institute was held at the Hotel Biltmore, New York City, at 10:30 A. M. on Friday, February 7th, 1919.

The following members were present:

THE SHERWIN-WILLIAMS CO. ....Mr. W. H. Cottingham
THE HELLER & MERZ COMPANY..Mr. August Merz
E. I. DUPONT DE NEMOURS & Co...Mr. M. R. Poucher
NATIONAL ANILINE & CHEM. CO. .Mr. W. T. Miller
FRANK HEMINGWAY, Inc.....Mr. Frank Hemingway

The Grasselli Chemical
Company.....Dr. J. Merritt Matthews

Meeting called to order by the President, Mr. W. H. Cottingham.

The following report in reference to the purchase of enemy owned patents was read, and approved and ordered to be read at the general meeting.

Report of Special Committee of the Executive Committee to the American Dyes Institute in the matter of conferences with the Alien Property Custodian concerning the proposal to acquire enemy owned patents.

* * * * * *

Since our last monthly meeting, a matter has been brought to the attention of the Executive Committee by the Alien Property Custodian which vitally concerns the chemical industry of the United States and particularly the new dyestuff industry. The proposal concerns the taking over of all enemy owned U. S. patents for dyes, intermediates, pharmaceuticals and other chemicals. The underlying idea of the Alien Property Custodian is to assist those new branches of the chemical industry in this country, by placing all of those enemy owned patents in the hands of a trustee for the benefit of the entire industry. It is proposed that the various branches of the chemical industry in this country come together and join in the formation of a company that would act as the owning and licensing company for all these patents.

Your Executive Committee appointed a sub-committee to confer with the Alien Property Custodian. This committee met at the Custodian's office in Washington on Monday, January 27th. Owing to illness, Mr. A. Mitchell Palmer, Alien Property Custodian,

was unable to be present; his office, however, was represented by Joseph H. Choate, Jr., Ramsay Hoguet, Mr. Horn and Mr. Ferry. A meeting was held in which the view of the committee and their counsel was presented in response to interrogatories propounded by those representing the Alien Property Custodian. It was the conclusion of the meeting that it is not only desirable but necessary to the successful prosecution of the dye industry in the United States, that the right to use German owned patents, which the Alien Property Custodian was authorized to take over and sell, be acquired and held under some plan which will enable all interested manufacturers to acquire non-exclusive personal licenses and to use the same upon equal terms, provided always, the price to be paid therefor is fair and reasonable. It was the conclusion of the meeting that a private sale by executive order is preferable to a public sale. It was also the conclusion of the meeting that in addition to the patents relating to the dye industry, it was desirable to concentrate all chemical patents into the hands of one Holding Company. The question of price is to be taken up with the Appraising Committee appointed to advise with the Alien Property Custodian in the matter of prices on property taken over and sold by the Custodian. It was also informally agreed by the members of the Committee, that the members of the Dye Institute finance the cost of searching the titles to the patents in question until a Holding Company is formed, and assist the Alien Property Custodian in determining the question of enemy owned ownership and the scope of the proposed sale. After considering the matter carefully, conferring with representatives of the Alien Property Custodian in New York, the committee recommended the formation of a corporation, to the capital of which any member of the Institute or other

chemical associations is eligible to subscribe, the subscriptions to the stock to be represented by a preferred stock paying 7% dividend and the common stock to be issued to such persons and placed under such restrictions by way of a voting trust or otherwise, as may seem expedient to the representatives of the organizations and companies concerned and to the Alien Property Custodian, to insure the administration of the corporation along the lines directed. The proposed corporation will purchase from the Alien Property Custodian, at a reasonable price to be agreed upon, all of the enemy owned U. S. patents relating to dyes, intermediates, pharmaceuticals, chemicals and chemical apparatus, and will issue licenses at a uniform and low rate of royalty to applicants, who can demonstrate their thorough Americanism. The license fee received by the corporation will be used first, for the operating expenses of the corporation, including the necessary litigation and second, to retire the preferred stock. After the preferred stock is retired, the license fee will be reduced, so as to provide only sufficient funds to take care of the operating expenses of the corporation.

In conclusion it might be stated that the members of the committee offered to the Alien Property Custodian the services of their respective patents counsel, gratis, and the committee asks for the co-operation of the patents counsel of the members generally in this work. Each member of the Institute will shortly be asked to signify the amount of his subscription to the capital of the proposed corporation and it is hoped and desired that every member of the Institute will participate.

Pursuing the matter a step further, your committee had a conference with the Executive Committee of the Manufacturing Chemists Association in company

with Mr. J. H. Choate, Jr., and Mr. Ramsay Hoguet, representing the Alien Property Custodian. The result of this conference was a resolution endorsing the plan and promising co-operation.

Respectfully submitted.

THE COMMITTEE:

.....
.....
.....
.....

Chairman.

. . . . . .

At the suggestion of Mr. Poucher the following letter was ordered to be addressed and mailed to Mr. A. Mitchell Palmer, Alien Property Custodian.

February 7th, 1919.

Hon. A. Mitchell Palmer,
Alien Property Custodian,
16th & P. Streets, N. W.,
Washington, D. C.

Dear Sir:

The Chemical industries in this country and particularly the Dye Industry will find itself in a peculiarly critical position so far as the patent situation is concerned unless steps are taken to relieve the industry of the burden of enemy owned monopolies.

The Badische Aniline und Soda Fabrik owns nearly five hundred patents in the United States, not one of which has been the subject of any use by an American manufacturing concern. These patents have been held solely for the purpose of preventing manufacture in this country which might compete with the importation of the German made article. This situation exists also in connection with the United States

patents owned by several other of the large German chemical manufacturers, notably Meister, Lucius & Bruning, The Kalle Chemical Company, Aktien Gesellschaft fur Anilin Fabrikation (Berlin Anilin), Griesheim-Elektron and others.

It seems obvious that unless the chemical industry in this country obtains manufacturing rights under these patents, upon conditions that would justify their embarking into manufacture, that the German patent owners will be in a position to enforce their monopolies in this country after the war and to a great extent nullify the efforts which have been made to establish this industry in this country independently of Germany. This would imperil an enormous investment made in the establishment of dye and other chemical plants in this country which amounts, excluding explosive plants, to upwards of one hundred and fifty million dollars and it might prevent the establishment of a thoroughly American dye and chemical industry which is universally recognized to be a necessity for the United States.

Under the Trading With the Enemy Act two courses are apparently open to the chemical industry: (1) Securing license rights from the Federal Trade Commission under Section 10 of the Act and (2) The purchase of all of the patents outright from the Alien Property Custodian by a holding corporation under Section 7 (c) as amended and Section 12 of the Act. The first of these courses is considered by the trade to be entirely impractical for the following reasons:

1. It subjects the American manufacturer to the payment of a five per cent. royalty to his direct German competitor, thus establishing a ten per cent. differential between the American manufacturer and his competitor.

2. The licenses are terminable at the pleasure of a

court so that a manufacturer is obliged to make a large investment on a mere chance of being able to continue operations or will refrain from making the investment because of the uncertainty of the license.

3. Licenses under Section 10 require opening of the books of the American companies to German competitors.

4. The rate of royalty fixed by the Federal Trade Commission is a mere tentative rate subject to increase after the war, so that a manufacturer is never certain to what extent his manufacturing cost may be increased.

The second possible mode of procedure if regulated in the proper manner is considered by the trade as represented by this Institute to be the only practical solution. It should be pointed out that under the power of sale vested in the Custodian he may dispose of the German owned patents in any way that the actual owner of the patents might dispose of them, since he is vested with the entire title thereto. He may therefore either sell the patents in whole or in groups outright to individual manufacturers, or he may make a sale under the terms of which the industry as a whole may benefit. This Institute considers that the sale of the patents or any part of them outright without restriction to an American manufacturer would not affect the desired result, since it would merely substitute an American patent owner for a German patent owner and would thus hamper the free development of the other chemical companies It is also probable that if a sale of this kind were made, an American purchaser would find himself in posession of a large number of patents which he could not possibly use because of the limitations of his plant or equipment, but which he would nevertheless monopolize and that these patents would therefore lie idle and the industry as a whole suffer in consequence.

It therefore seems that the greatest benefit to the industry as a whole will be obtained by selling the German owned American patents in such a way as to permit any American corporation operating in the industry affected to obtain manufacturing rights if it desires.

In order to carry out this plan, this Institute has appointed a sub-committee of its Executive Committee to formulate a proposal to be made to the Alien Property Custodian, whereby the desired plan may be put into effect. The sub-committee has recommended to the Custodian as follows:

(Copy report of the Committee attached.)

The plan proposed above and recommended to the Institute will obviate the difficulties noted above, in our opinion, and will permit the fullest possible development of the industry. It will be noted that the corporation proposed to be formed is not a money-making corporation, but one which eventually contemplates the issuance to its licensees of licenses substantially without royalty. We may also refer to the fact that this corporation being controlled and operated by those immediately interested in the industry will be necessarily used to promote the industries in the manner in which the industry wishes them to be promoted and may be effectively used to exclude competition by reason of German importation after the war to the extent that the imported products infringe product patents owned by the corporation.

Respectively,

THE AMERICAN DYES INSTITUTE,
President—Secretary—Counsel.

EXECUTIVE COMMITTEE.

Mr. Poucher submitted the following correspondence which is made a part of the minutes of this meeting.

COPY.

February 3, 1919.

Mr. M. R. Poucher,
Chairman, Committee of American Dyes Institute,
C/o E. I. duPont de Nemours Company,
Wilmington, Delaware.

Dear Sir:—

As directed by Mr. Hoguet while in New York Saturday, I have instructed several patent abstractors to report to me at the Washington Loan & Trust Building Tuesday, February 4th, to begin work on Classes 8 and 23. The stenographic help and my services, of course, to be furnished by the Alien Property Custodian.

The abstractors expect their pay by the week, so I am drawing on you for $500.00 initial expense in accordance with your agreement with Mr. Hoguet. I shall deposit this fund in the Washington Loan & Trust Company, Will T. Gordon, Agent, and keep a strict account of expenditures and vouchers showing items paid, which will be subject to inspection at all times.

Mr. Barrows representing the American Aniline & Chemical Company and Mr. Squares representing the Du Pont Company are here now determining how many classes and sub-classes of patents shall be abstracted at the expense of the Institute. Mr. Barrows discussed with me Saturday the advisability of disclosing the plan of the proposed purchase to the Federal Trade Commission and also to the various parties holding license under the Federal Trade Commission for the purpose of enlisting their co-operation.

I have advised Mr. Barrows positively against such action. Mr. Palmer, Mr. Hoguet, and myself are fully informed as to the Federal Trade Commission's attitude, and I am positive that any discussion between Mr. Barrows or other members of the Institute and the Federal Trade Commission or its licensees will not have a good effect.

Mr. Hoguet was very positive Saturday in instructing me as to the direction of this work, which is being done primarily for the Alien Property Custodian and after Mr. Barrows and Mr. Squares have determined the classes of patents to be searched at the expense of the Institute, the only further service I could suggest for them for the time being is the work of abstracting, should they see fit to engage in such work.

Very truly yours,

WILL T. GORDON,
For Director,
Bureau of Investigation.

WTG:LBF.

COPY

February 6th, 1919.
File 2975.

Copy to H. E. Danner:
Mr. Will T. Gordon,
For the Director
Bureau of Investigation,
Alien Property Custodian,
16th & P Sts., N. W.,
Washington, D. C.
Dear Sir:—

I am in receipt of your letter of the 3rd instant also the draft for $500.00 which I have duly paid and will turn in to the Institute.

Please note for the sake of order, to in the future draw upon the American Dyes Institute, 320 Broadway, New York. Kindly advise Mr. H. E. Danner the Treasurer a few days in advance of your intentions, so that he may be prepared to meet the obligations as they come along. It would be well if you could give him an estimate of your needs several weeks ahead, however this is a matter I leave you to arrange with Mr. Danner. If he has any further suggestions to offer he will write to you.

Yours very truly,

M. R. POUCHER.

HRP.S.

February 6, 1919.
File 2975.

Mr. H. E. Danner, Sec'y,
American Dyes Institute,
320 Broadway, New York.

Dear Sir:—

Under an arrangement with the Alien Property Custodian, the Dyes Institute, by a resolution passed at the last meeting of the Executive Committee, will finance the work of the patents counsel in Washington. This is in charge of Mr. Will T. Gordon, for the Director, Bureau of Investigation, Alien Property Custodian, 16th & P. Streets, N. W., Washington, D. C.

Attached is a letter which I received from Mr. Gordon advising that he has made a draft for $500.00, initial expenses for account of this fund. Instructions have not yet been given to Mr. Gordon as to how this money will be put into his hands, and he made the draft upon me; I paid it personally and hand it to you herewith. You may refund it to me when you get your funds in hand. I have written to Mr. Gordon today

how the transaction is to be carried on in the future, copy of this letter attached.

Yours very truly,

M. R. POUCHER.

MRP:S.

. . . . . .

In view of the necessity of providing funds for financing the work of the patents counsel in Washington the Treasurer was instructed to request each member of the Executive Committee to deposit with him one thousand ($1000.00) as a fund to be used for this purpose, it being understood that same would be refunded by the new corporation to be formed. The Treasurer was also instructed to refund to Mr. Poucher, the $500.00 mentioned in the above correspondence.

PUBLICITY WORK

The proposed pamphlet was discussed and on motion the Secretary was instructed to order 10,000 small pamphlets and 5000 larger pamphlets, the cost of which would be $652.00.

NEW LETTER HEAD

A new letterhead including the names of all officers and the Board of Governors was submitted and approved.

BUDGET

After discussion the proposed letter to be sent to each member with the budget for the year 1919 was approved.

LEASE FOR OFFICE

The Treasurer was instructed to sign a new lease for his present office (320 Broadway) dating from May

1st, 1919, to April 30, 1920, at the rate of $600.00 per year.

SECRETARIES

On motion it was unanimously resolved—that Mr. C. C. Bennett and Mr. H. E. Danner be appointed Secretaries for the year 1919, at their present salaries, their respective duties to be as follows:—

Mr. Bennett to be Secretary for the general work of the Institute and Mr. Danner to be Secretary of the Open Price Section.

There being no further business on motion meeting adjourned.

H. E. DANNER,
Secretary.

HED:IF.

PLAINTIFF'S EXHIBIT No. 34.

Form 12363 Y

February 21st, 1919.
File 2975.

DU PONT
Established 1802
E. I. DU PONT DE NEMOURS & COMPANY
Incorporated
Wilmington, Delaware
Dyestuffs Sales Department
Mr. C. C. Bennett, Sec'y.,
American Dyes Institute,
21 East 40th St., New York.

My dear Mr. Bennett:

Mr. Weston will be in New York on Monday and will come in to see you. He is coming up to keep an appointment with the Custodian's office, relative to the preparation of the matter for the announcement which

will be made shortly regarding the taking over of enemy owned U. S. Patents.

Obviously this announcement must come from the Custodian and not from the Institute or any individual member of the Institute. We must all continue to be very careful on this point. It is true there has been a leak, but I think the Custodian has located it.

Yours very truly,

(Sgd.) M. R. POUCHER,

MRP:S

PLAINTIFF'S EXHIBIT No. 35.

A. P. C. Form 7

ALIEN PROPERTY CUSTODIAN

OFFICE MEMORANDUM

To Mr. Palmer.
Date, January 28, 1919.
From Mr. Hoguet.

In re.....

When reply wanted.....

The representatives of the Dye industry, who stayed over another day to see you regarding the purchase of German patents, will submit their recommendations in brief form within a few days.

Mr. Garvan and Mr. Choate advise taking up the question of price with the Advisory Sales Committee in New York, and arrangements are being made for a conference with the committee tomorrow.

I greatly regret that your illness prevented you being present, as we had a most interesting conference, and the representatives of the most important companies in the industry all seemed enthusiastically in favor of the proposed plan.

I trust you will not be confined to your house very

long, and if you wish to confer with any of these gentlemen they stand ready to come to Washington at any time for that purpose.

PLAINTIFF'S EXHIBIT No. 36.

February 11, 1919.

Mr. August Merz,
The Heller & Merz Co.,
Newark, N. J.

Dear Sir:—

Referring to the matter of the purchase of Enemy owned patents, at the last meeting of the Executive Committee it was decided that temporarily it would be necessary to establish a fund to provide for the expenses incident to the searching of patents.

As outlined in the minutes of the meeting sent in this mail, a number of patent Abstractors are now engaged in Washington and expect to be paid by the week, and to this end Mr. Poucher has already personally furnished $500.00.

It was agreed that the firms represented on the Executive Committee should deposit with the Treasurer the sum of $1,000.00 each, which will be reimbursed by the new Corporation when it is formed.

Your Treasurer would therefore request that this matter have your immediate attention and hopes to receive your check at your early convenience, in order that the work at Washington may not be delayed.

Yours very truly,

H. E. DANNER,
Treasurer.

HED:AM

PLAINTIFF'S EXHIBIT No. 37.

February 11, 1919.

Mr. W. T. Miller, Secretary,
National Aniline & Chemical Co.,
21 Burling Slip,
New York City.

Dear Sir:—

Referring to the matter of the purchase of Enemy owned Patents, at the last meeting of the Executive Committee it was decided that temporarily it would be necessary to establish a fund to provide for the expenses incident to the searching of patents.

As outlined in the minutes of the meeting sent in this mail, a number of patent Abstractors are now engaged in Washington and expect to be paid by the week, and to this end Mr. Poucher has already personally furnished $500.00.

It was agreed that the firms represented on the Executive Committee should deposit with the Treasurer the sum of $1,000.00 each, which will be reimbursed by the new Corporation when it is formed.

Your Treasurer would therefore request that this matter have your immediate attention and hopes to receive your check at your early convenience, in order that the work at Washington may not be delayed.

Yours very truly,

H. E. DANNER,
Treasurer.

HED:AM

PLAINTIFF'S EXHIBIT No. 38.

February 11, 1919.

Mr. M. R. Poucher,
E. I. duPont deNemours & Co.,
Church Bldg.,
Wilmington, Del.

Dear Sir:—

Referring to the matter of the purchase of Enemy owned Patents, at the last meeting of the Executive Committee it was decided that temporarily it would be necessary to establish a fund to provide for the expenses incident to the searching of patents.

As outlined in the minutes of the meeting sent in this mail, a number of patent Abstractors are now engaged in Washington and expect to be paid by the week, and to this end Mr. Poucher has already personally furnished $500.00.

It was agreed that the firms represented on the Executive Committee should deposit with the Treasurer the sum of $1,000.00 each, which will be reimbursed by the new Corporation when it is formed.

Your Treasurer would therefore request that this matter have your immediate attention and hopes to receive your check at your early convenience, in order that the work at Washington may not be delayed.

Very truly yours,

H. E. DANNER,
Treasurer

HED:AM

PLAINTIFF'S EXHIBIT No. 39.

Form 12363 Y

DU PONT
Established 1802
E. I. DU PONT DE NEMOURS & COMPANY
Wilmington, Delaware
Dyestuffs Sales Department

February 12th, 1919.
File 2975.

Mr. H. E. Danner, Sec'y.,
American Dyes Institute,
320 Broadway, New York.
Dear Mr. Danner:—

Your letter of the 11th. I have passed on your request for a check of $1,000 for the Washington fund.

Yours very truly,

DYESTUFFS SALES DEPARTMENT,
(Sgd.) M. R. POUCHER,
Director.

MRP:S.

PLAINTIFF'S EXHIBIT No. 40.

February 19th, 1919.

Mr. Will T. Gordon,
For the Director,
Bureau of Investigation,
Alien Property Custodian,
16th & P. Sts., N. W.,
Washington, D. C.
Dear Sir:

As per the request of Mr. Poucher and Mr. Hoguet, I am sending you herewith check for $2000.00, to

be used in connection with expenses incident to the searching of titles.

Very truly yours,

HED:IF. H. E. DANNER,
ENCLOSURE. *Secretary.*

PLAINTIFF'S EXHIBIT No. 41.

Form 12363 Y

DU PONT
Established 1802
E. I. DU PONT DE NEMOURS & COMPANY
Incorporated
Wilmington, Delaware
Dyestuffs Sales Department

February 21st, 1919.
File 2975.

Mr. H. E. Danner, Sec'y.,
American Dyes Institute,
320 Broadway, New York City.
Dear Mr. Danner:—

How did you come out with Mr. Hoguet regarding the payment he asked for, for account of the Washington patent matter? Have the others paid up? Have you an estimate from Mr. Hoguet as to what the total cost is to be?

I think you will find they are somewhere between 75 and 90% finished.

Yours very truly,
DYESTUFFS SALES DEPT.
(Sgd.) M. R. POUCHER,
MRP:S. *Director.*

[Memo. in lead pencil]
Paid $1000—
Sherwin Williams
August Merz.
W. T. Gordon
2/13 2/19

PLAINTIFF'S EXHIBIT No. 42.

February 24th, 1919.

Mr. M. R. Poucher,
E. I. duPont de Nemours & Co.,
Church Bldg.,
Wilmington, Del.

REF.: *File No. 2975*

Dear Mr. Poucher:

Acknowledging yours of the 21st inst., I would advise that I telephoned Mr. Hoguet on Wednesday, the 19th inst., and he recommended that I send an additional check for $2,000.00 to Mr. Gordon, covering advance payments in connection with the Washington patent matter, which I did.

This makes a total of $4,000.00, which I have advanced to Mr. Gordon in addition to the $500.00 which you personally advanced, and I advised Mr. Hoguet that I shall expect Mr. Gordon to render his accounts, attaching his receipts of $4500.00, and his detail of disbursements.

I have received $1,000.00 each from

The Heller & Merz Company
The Sherwin-Williams Co.
E. I. duPont de Nemours & Co.
The Calco Chemical Company
The National Aniline & Chem. Co., Inc.

This leaves

Frank Hemingway, Inc.
The Grasselli Chemical Company
Ault & Wiborg Company

missing.

I have asked Mr. Hoguet for an estimate of the total cost but find that he has been away from New York since the 21st. In any event, this special fund is being kept separate and a complete detail will be rendered to the new corporation when organized.

Very truly yours,

H. E. DANNER,
Secretary.

HED:IF.

PLAINTIFF'S EXHIBIT No. 43.

February 26th, 1919.

Mr. M. R. Poucher,
E. I. duPont de Nemours & Co.,
Church Bldg.,
Wilmington, Del.

Dear Mr. Poucher:

With further reference to yours of the 21st inst., I talked with Mr. Hoguet yesterday and he advised me that he has every reason to believe that the $2,000.00 sent to Mr. Gordon the other day will amply cover the total expenses in the Washington patent matter.

I understand the work of search has been completed and there is a total of about 45,000 patents.

In addition to the money sent to Mr. Gordon, I have received a bill from Mr. Barrows, amounting to $1713.10, and understand there will be additional bills from Mr. Barrows. It would therefore look as if the total expenses will be in the neighborhood of $6500.00.

Very truly yours,

H. E. DANNER,
Secretary.

HED:IF.

PLAINTIFF'S EXHIBIT No. 44.

March 12th, 1919.

Mr. Will T. Gordon,
For the Director,
Bureau of Investigation,
Alien Property Custodian,
16th & P. St., N. W.,
Washington, D. C.

Dear Sir:

Mr. Hoguet called me on the wire today, requesting me to send a check covering a statement you had rendered to the Institute.

I do not recall receiving a statement from you, but we did receive a number of vouchers, without any statement, which total to $4245.86. As against this you have received a total of $4500.00.

I should be glad to have you advise just how your accounts stand, as I understand this matter can now be cleaned up.

Very truly yours,

H. E. DANNER,
Secretary.

HED:IF.

PLAINTIFF'S EXHIBIT No. 45.

March 14th, 1919.

Mr. Will T. Gordon,
For the Director,
Bureau of Investigation,
Alien Property Custodian,
16th & P. Sts., N. W.,
Washington, D. C.

Dear Sir:

Replying to yours of the 13th instant, and confirming telegram sent you today, I am enclosing here-

with check for $2350.00, which I trust you will find in order.

I thank you for your letter of February 28th, and regret that the original letter was not received.

Very truly yours,

H. E. DANNER,
Treasurer.

HED:IF.
ENCL.

PLAINTIFF'S EXHIBT No. 46.

Form 12363 Y

DU PONT
Established 1802
E. I. DUPONT DE NEMOURS & COMPANY
Incorporated
Wilmington, Delaware
Dyestuffs Sales Department

Sept. 24, 1919.

Mr. H. E. Danner,
American Dyes Institute,
320 Broadway,
New York City.

Dear Sir:—

During February we advanced $1,000.00 as a portion of the necessary expenses to employ patent abstractors in Washington, with the understanding that this money would be refunded. Mr. Poucher advised sometime ago that he would take it up with you, and as a matter of record, will you kindly give us some idea as to when this money will be received.

Very truly yours,
E. I. DU PONT DE NEMOURS & CO.
DYESTUFFS SALES DEPARTMENT.

FHC:FLR.

PLAINTIFF'S EXHIBIT No. 47.

AMERICAN DYES INSTITUTE
320 Broadway, New York

September 24, 1919.

Mr. F. H. Clymen,
E. I. duPont de Nemours & Co.,
Dyestuffs Sales Dept.,
Wilmington, Del.

Dear Sir:—

This will acknowledge your favor of the 24th with reference to $1,000. advanced by your company as a portion of the necessary expense to employ patent abstractors in Washington in connection with the organization of the Chemical Foundation, Inc.

You are correct in your understanding that it was understood at the time that this $1,000. was paid that it would be refunded to you just as soon as we were repaid by the Chemical Foundation, Inc., for advances made in their behalf.

We have requested the Chemical Foundation, Inc., on several occasions to refund to us, but have not as yet received their remittance. As soon as same is received you and the other members who advanced $1,000. will be repaid.

We have asked Mr. Poucher to take this matter up with the Chemical Foundation, Inc.

Very truly yours,

H. E. DANNER,
Treasurer.

HED:AM.

PLAINTIFF'S EXHIBIT No. 48.

February 28, 1919.

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5935
American Dyes Institute,
320 Broadway,
New York City.

Gentlemen:

As a matter of record I am writing to give you the field and scope of the investigation of enemy-owned United States patents which has been conducted in Washington in co-operation with the Alien Property Custodian. This investigation was conducted pursuant to the authorization of the Executive Committee of the Institute on January 31, and pursuant to the understanding that the members of the Committee would contribute the services of their respective patent counsel to assist in this work.

The scope of the investigation will be apparent from the following list of classes and subjects which were investigated, and from which all or part of the patents were selected as of relevant subject matter to be included in those sold to the proposed holding corporation, provided the subsequent title search showed these patents to be still enemy-owned:

Dyestuffs and dyeing processes and apparatus; organic and inorganic chemicals and chemical processes generally; medicines and medicinal foods; explosives; fertilizers; mineral and fatty oils; metallurgy, including alloys and metallurgical processes and apparatus; electrochemistry, including electric furnaces; paints, varnishes, and other coating and impregnating composition; fuel compositions; coke; wood impregnation; wood distillation; tanning; port-

land cement; quartz; quartz glass; plasters and plastic compositions, *e. g.*, cellulose derivatives, synthetic resins, rubber vulcanization and regeneration, etc., photographic developers and color photography; electrical fume arresters and air purifiers (Cottrell process); bone black and decolorizing carbon; alcohol production and rectification (except beer and alcoholic beverages); linoleum and other impregnated fabrics; liquefaction and separation of air and other gases; hydrogen production; pyrometers, spectroscopes, calorimeters, balances, etc.

In making our investigation we have made use of the classified lists of *prima facie* enemy-owned patents, issued by the Federal Trade commission; but these lists, which were found to be incomplete and inaccurate, were supplemented by searches of the patent office records to obtain complete lists of patents granted to the leading German companies and to certain inventors; by searches of the assignment records to obtain complete lists of patents and pending applications assigned to many of these German companies; and by searches of the classified patents at the patent office of the more relevant and important classes.

The total number of patents thus selected as being of relevant subject matter was between 4200 and 4300 patents. Copies of practically all of these patents were obtained from the patent office and turned over to Mr. Gordon, representing the Alien Property Custodian, to be used as the basis of the title searches which were made under Mr. Gordon's supervision. Mr. Gordon took entire charge of the making of these title searches; so that our investigation was of a preliminary character and involved the ascertainment of patents of relevant subject matter to be further investigated as to their present ownership.

In addition to the patents above referred to, the

lists of enemy-owned pending applications have been compiled by the primary examiners of the main chemical divisions of the patent office, with the approval of the Commissioner of Patents; and these lists of pending applications have likewise been turned over to Mr. Gordon for further investigation as to their present ownership, and with the object of including all which are now found to be enemy-owned.

Our investigation has been conducted under the immediate supervision of Mr. Squair, representing the du Pont Co. and the writer, representing the National Aniline and Chemical Co. We have also conferred with Messrs. Byrnes, Townsend and Brickenstein, representing the Grasselli Chemical Co. and have obtained valuable assistance from them. Our investigation had been initiated prior to its definite authorization by the Executive Committee of the institute; and it proceeded daily thereafter until it was finally completed and the last patents turned over to Mr. Gordon on last Friday, February 21st.

Yours very truly,

(Sgd.) F. E. BARROWS.

PLAINTIFF'S EXHIBIT No. 49.

RAMSAY HOGUET
149 Broadway
New York City

New York, January 15, 1919.

Hon. A. Mitchell Palmer,
Alien Property Custodian,
Washington, D. C.

Dear Mr. Palmer:

Mr. Whittemore has reported to me the result of his conferences with you and with the other members

of the organization, relating to the seizure of patents and I have talked over the subject with him and given sufficient consideration to it to let you have my views in a preliminary fashion. I have also talked over the matter with the attorneys representing some of the principal chemical industries in the country to get, if possible, the outlook of an industry which would be vitally affected by our proposed program.

My recollection of your agreement with Governor Fort is that we then had no intention of demanding and selling any patents except such as form an actual part of a business which we had demanded and were selling so as to enable the purchaser of the business to continue what it had previously been doing with the assent and concurrence of the related German company. We, however, made exceptions in the cases of some patents unrelated to any industry which were proposed to be sold to the Government, notably the wireless patents proposed to be sold to the Navy and you also stated that there were doubtless a number of patents which were not related to industries under your control but to other American industries which should be sold to the American industries in order to put them into a position to manufacture a product which had theretofore been imported. In view of this agreement and of the attitude of the President towards this entire question, I believe that the power of seizure of patents should not be exercised in any wholesale fashion, but only in connection with established American businesses and then only for the most cogent reasons. This does not express my personal inclination. If you were entirely free in the matter, I should advocate seizing all German patents, irrespective of their nature since, as I have frequently told you, I see no reason why patents should be the subject of any different policy from that applied to other

property. I am also firmly convinced that the procedure established by Section 10 is vicious in that it subjects the American manufacturer who obtains a license to a burden in favor of his German competitor. As Section 10 is administered by the Federal Trade Commission, the American manufacturer who invests his money in building up an industry is at least ten per cent worse off than his direct German competitor.

In view of the circumstances in which we are now placed, I recommend:

1. Pursuing our present policy of selling with the corporations sold by the Alien Property Custodian such patents as are related to its business by reason of license or their ownership by the parent German company or its inventors.

2. The seizure by the Alien Property Custodian of such patents as he is advised by competent persons are necessary to the continuation or development of an existing American industry, irrespective of whether the Alien Property Custodian controls companies operating in these industries. I see no reason why power of seizure should be exercised in respect of patents relating to industries which have not been established in the United States unless there appears to be a definitely recognized need for the establishment of the industry.

3. The seizure for Governmental purposes of all alien enemy owned United States patents which relate to the several Governmental agencies; for instance, patents relating to ordnance, munitions, airplanes, radio-telegraphy, etc.

4. Aside from the classes above mentioned, I do not think that any patents should be seized.

My conferences with the representatives of certain of the chemical companies indicate a very definite and positive feeling that a very large number of German

owned American patents is necessary to the development of and the continuance of the business of the American dye and chemical industries, and that it was clearly preferable to obtain a right to operate under such patents (whether by purchase or by license) through the Alien Property Custodian rather than through the Federal Trade Commission. The reasons stated were briefly, the uncertainty of the term or royalties payable under a license from the Federal Trade Commission, the objection to divulging to an alien enemy competitor the secrets of the business through an examination of the books, and the creation through the payment of royalties of a differential of at least ten per cent. between the importer and the domestic manufacturer. Other advantages, such as the certainty as to the amount of investment in the event of a purchase from the Custodian, the necessity of giving a monopoly to a purchaser where large investment in building up an industry were required, and other points were also discussed. A disagreement between the representatives of the various companies, however, developed on the question of whether exclusive rights should be given under the enemy owned patents seized or whether some scheme should be worked out by which the industry could be generally licensed, some of the gentlemen preferring an outright sale and others a general non-exclusive license to all manufacturers. I will take this matter up later, but at this time merely wish to point out that the industry as a whole believes that better results are to be secured through the Custodian than through the Federal Trade Commission.

This being the feeling of the industry and our endeavor being to benefit the industry as a whole—and I believe that the industry itself is best qualified to know how this should be done—I suggest that wher-

ever possible the industry, as represented by the patent counsel for the more important companies of the industry, determine just which patents should be seized. You could then not be accused of seizing patents in a wholesale fashion but would be placed in a position of aiding an industry in the manner in which it desires to be aided and I think that your position would be better than if we determined ourselves to what extent seizures were to be made.

I have been offered the very fullest co-operation by the representatives of the chemical industry who have assured me that they would undertake to make any reasonable investigation we might require at their own expense and without any guaranty that they would ultimately become purchasers or licensees. I feel very certain that the work of examining the titles of the enemy owned patents and of making the recommendation to the Custodian as outlined above can be parceled out in such a way as to be very expeditiously done at a relatively small expense to each of the companies taking part. I also believe that we can get the co-operation of the patent departments of the larger companies in the electrical field in the same manner. Of course, the field of investigation can be greatly reduced by checking out all of the enemy owned patents which have been reported or demanded.

The sale of the patents after seizure presents several interesting possibilities. The Custodian having taken absolute title to the patents can exercise any rights over them he wishes and can therefore sell them outright or parcel them out in various ways. It may be that in some cases the patent rights could be distributed throughout the trade and in others sold outright to one purchaser. I am inclined to advocate their outright sale. As you know, I have no sympathy for a denatured patent monopoly, but should it be deemed advisable to spread the monopoly over the industry, it

can be done in a number of ways; for instance, forming a Government corporation to take title to the patents, selling the patents to a syndicate of manufacturers, selling the patents subject to a covenant to issue sub-licenses, selling undivided interests in the patents to several manufacturers, and otherwise.

It seems to me that the object to be achieved is to promote so far as we can the manufacture of products under the patents and to this end I suggest the segregation of the patents after seizure into groups of allied patents and selling the group outright so that the manufacturer best fitted to put the group of patents to use could purchase them. Thus, for instance, the du Pont Company might be peculiarly well fitted to manufacture a group of toluol dyes, while the Bayer Company might be peculiarly well fitted to manufacture salicylic acid pharmaceuticals. In this way we could put the patents into the hands of those who had the equipment, experience and market best adapted to their use.

The plan of procedure which I shall follow with your approval is as follows:

1. Confining our attention for the present to the most important phases of the situation: to wit, dyes, chemicals and pharmaceuticals.

2. Take the list of enemy owned patents compiled by the Federal Trade Commission and have Mr. Gordon and my office eliminate from it such patents as have already been reported and demanded.

3. Secure the co-operation of the attorneys for the larger chemical companies along the lines indicated above and parcel out the corrected list to their attorneys for a report on title to the patents of the corrected list. If they will do as agreed, they will furnish us with abstracts of title to the patents and eliminate such patents as they know have been assigned to American owners since issuance.

4. Secure from the companies a statement that

such patents are essential to the development of the industry and a recommendation that they be seized by the Custodian.

5. Demand the patents.

6. Subdivide the patents seized into groups as indicated above and sell them in accordance with the usual procedure.

After we get the chemical classes under way, we can conduct an investigation to determine what other classes should be proceeded with and secure the cooperation of the interested companies in these several fields.

I have been trying to go to Washington for the last ten days to consult you personally about this matter, but I have been confined to my house for the larger part of the time and am still unable to undertake the trip, but will do so at the very earliest opportunity. In the meantime, I have asked for Mr. Gordon's assistance and am starting him and my office in the work of compiling the necessary information. If you care to drop me a line after reading the foregoing or call me on the telephone, I would appreciate it. Believe me,

Very truly yours,

RAMSAY HOGUET.

RH:P

P. S.

P. S. Since writing the foregoing, Mr. Garvan and I have had a conference with Mr. Poucher of the du Pont Company who states that he believes that the Institute of dye manufacturers, an association representing practically all of the dye manufacturers in the country will make a request to the Custodian that he take and sell the German owned American patents, on the ground that proper protection is not afforded by Federal Trade Commission licenses. I will advise you definitely as to this when I hear from him again.

R. H.

PLAINTIFF'S EXHIBIT No. 50.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets, N. W.
WASHINGTON, D. C.

RAMSAY HOGUET,
149 Broadway,
New York City.

New York, January 17, 1919.

Mr. Mansfield Ferry,
Office Alien Property Custodian,
Sixteenth & P Streets, N. W.,
Washington, D. C.

Dear Ferry:

I am sending you herewith a copy of a letter I have written Mr. Palmer re the patent situation.

Yours very truly,

(Sgd.) RAMSAY HOGUET.

RH:P.

PLAINTIFF'S EXHIBIT No. 51.

J. H. Choate, Jr.

New York Office,
110 West 42nd Street.

January 17, 1919.

M. R. Poucher, Esq.,
c/o E. I. DuPont de Nemours Company,
Wilmington, Delaware.

Dear Mr. Poucher:

With reference to our talks of yesterday, I think

it is very desirable that if possible we should meet the Committee of the Institute as soon as may be. I think, moreover, that such a meeting would be desirable even if it had to take place before the Committee had entirely matured its plans, as it may well be that much waste of labor could be saved by the clear understanding that would thus be brought about.

If you will call up by telephone, preferably in the morning in the early part of next week, between 10 and 12, we can make an appointment at your convenience.

Yours very truly,

(Sgd.) J. H. CHOATE, JR.

JHC:EMI.

PLAINTIFF'S EXHIBIT No. 52.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets NW.
Washington, D. C.

Bureau of Investigation
Francis P. Garvan
Director

July 9, 1919.

Mr. Ramsay Hoguet,
Singer Building,
New York City.

Dear Mr. Hoguet:—

I am enclosing you herewith American Railway Express Company receipt for the two boxes of re-

ports and demands shipped to the Chemical Foundation under date of July 1st.

I trust that by this time they have arrived safely at the office of the Chemical Foundation.

Very truly yours,

(Sgd.) WILL T. GORDON.

WTG:LBF

PLAINTIFF'S EXHIBIT No. 53.

MINUTES OF MEETING
OF
AMERICAN DYES INSTITUTE

December 9th, 1918.

A regular monthly meeting of the American Dyes Institute was held at the Hotel Biltmore, New York City, on Monday, December 9th, 1918.

Luncheon was served at 1:00 P. M., after which the meeting was called to order by the President, Mr. W. H. Cottingham.

The following firms were present and represented as follows:

MEMBERS

John Campbell Co.....Mr. Morrisey (arrived late)
Dicks-David Co. Inc.....(Mr. R. P. Dicks
(Major B. F. Welton
Dow Chemical Co.....Mr. James T. Pardee
E. I. duPont de Nemours Co. .....(Mr. M. R. Poucher
(Mr. E. V. Patterson
Grasselli Chemical Co.....Dr. J. M. Matthews

Heller & Merz Co..... Mr. August Merz
Hydrocarbon Chemical
Prod. Co.....Mr. Hyndman
Marden, Orth & Hastings
Corp. .....(Mr. R. C. Jeffcott
(Mr. F. Fargo (arrived late)
The Sherwin-Williams Co..(Mr. W. H. Cottingham
(Mr. W. S. Woodrow
Transatlantic Chemical
Co. .....Mr. E. B. Clary

Non Members
Gaskill Chemical Corp....Dr. G. W. Gaskill
National Aniline & Chemical Co.....(Mr. W. T. Miller
(Mr. Jacoby

Counsel, Mr. Arthur J. Eddy, and Secretary, Mr. H. E. Danner, were also present.

Inasmuch as a copy of the minutes of the previous meeting had been sent to each member, and as there were no corrections, they stood approved, and on motion, the reading of same was omitted.

The Secretary Reported as Follows:

The following members are reporting price information covering Contracts, Orders and Quotations, and the information filed for the month of November is as follows:

Marden, Orth & Hastings

	Contracts	*Orders*	*Quotations*	*Total*
Corp.		254	120	374
The Sherwin-Williams Co.	2	4	8	14
Hydrocarbon Chemical Prod. Co.	0	0	0	0
E. I. duPont de Nemours & Co.				6(Open)6 (market)

	Contracts	*Orders*	*Quotations*	*Total*
Dicks, David Co. Inc.		17	25	42
The Dow Chemical Co.		4	25	29
Certified Chemical Co.	1	1		2
	3	280	184	467

The total number filed to date is 4653, as indicated below:

	Contracts	*Orders*	*Quotations*	*Total*
Marden, Orth & Hastings Corp.	95	2542	1248	3885
The Sherwin-Williams Co.	72	62	168	302
Hydrocarbon Chemical Prod. Co.	0	1	27	28
E. I. duPont de Nemours & Co.	105	60	13	178
Dicks, David Co. Inc.	0	45	25	70
Dow Chemical Co.	12	59	117	188
Certified Chemical Co.	1	1		2
	285	2770	1598	4653

The total number of reports filed covers approximately 1409 customers, of whom 238 have business relations with two or more of the members reporting.

Since the Secretary's last report there have been three (3) direct exchanges covering similar products *quoted* to the same customer.

Attention is called to the fact that this office has no record that any of the above quotations resulted in an order.

A discussion of the Secretary's report followed. Mr. Cottingham stated that up to the present time his firm had been reporting on only certain products but that he had now given instructions to extend the

reports of the Sherwin-Williams Company to cover all products and the Secretary would soon receive same.

Mr. Miller stated that the National Aniline & Chemical Company expected to begin filing on five products.

Mr. Poucher again explained that the delay in the daily reports from his firm was because the matter had been left in the hands of those who had charge of the reporting plan of the Explosive Institute, which plan was different from that of the Dyes Institute. This matter had now been adjusted and the work taken over by his department (the Dyestuff Section) and he anticipated that in a short time (certainly by January 1st) he will have filed copies of all his outstanding contracts on Dyes and Intermediates, and thereafter, from day to day, a copy of all quotations, orders or contracts would be filed.

On motion the Secretary's report was accepted and ordered to be placed on file and made a part of these minutes.

REPORT OF PUBLICITY COMMITTEE:

Mr. Poucher, reporting for the Publicity Committee, stated that a proposed pamphlet had been prepared in proof form and submitted to the Executive Committee for suggestions a number of which had been made. It was considered that in view of a proposed amalgamation of the American Dyestuff Manufacturers Association, and the American Dyes Institute, it was wise to have the pamphlet representative of the United Industry, and it was therefore agreed that this matter be submitted for action at the next meeting of the Institute.

REPORT OF GRIEVANCE COMMITTEE:

Mr. Poucher submitted a copy of a circular letter and questionnaire distributed by The Curtis Publish-

ing Company, copy of which follows and forms a part of these minutes.

Copy

The Curtis Publishing Company
Independence Square
Philadelphia

The Ladies' Home Journal
The Saturday Evening Post
The Country Gentleman

Advertising Department
William Boyd
Advertising Director
Offices: Chicago, New York
Philadelphia, Boston, San Francisco.

Philadelphia
Division of Detail
Chas. G. Hall, Manager.

November 27, 1918.

Mrs. W. J. Cahalan,
Wilmington, Del.
Dear Madam:

We are making a study of the American Dye Industry and your opinion on a number of questions that have arisen will assist us materially. We are writing a list of representative women like yourself all over the United States believing that they will be willing to help in a study of the dye industry which so directly affects them.

If you will answer the questions on the accompanying sheet and return it in the enclosed stamped envelope, we will appreciate your courtesy. We will not use your name nor further solicit your attention in the matter and assure you that the information you give will be of the greatest value to us.

Thanking you, I remain,
Yours very truly,

Charles Coolidge Parlin,
Division of Commercial Research,
Advertising Department,
The Curtis Publishing Company.

CCP/CA

COPY.

QUESTION I.

During the past year have you had trouble with colors in materials or garments you have purchased? If so will you kindly fill out the following table:

Trouble	*Yes*	*No*	*Color*	*Material (Wool, cotton or silk)*
Fading				
Washing out				
Crocking				

QUESTION II.

If you have had trouble with colors during the past year, has the trouble been greater than you had in the same length of time before the war?

QUESTION III.

Other things being equal, would you prefer to buy fabrics dyed with American dyes as against German dyes?

QUESTION IV.

Would you like to have some means of identification provided by which you could know what goods and fabrics were dyed with American dyes?

QUESTION V.

Is there any name or company that is associated in your mind with the American dye industry?

If so, what?

From the discussion it was apparent that the members present were of the opinion that the Curtis Publishing Company had issued this questionnaire as part of its business practice and with no intention of strengthening the various unjust and unsound claims as to the Dyes made in America. It was the opinion

of those present that the questionnaire was unfortunate in its wording and opened the way to a dangerous use by enemy propaganda. It is known that many of the unsatisfactory colors were not the result of inferior Dyes, but were the result of Dyes (both Foreign and Domestic) being used for colors and on fabrics for which they were not intended.

On motion of Mr. Poucher it was

RESOLVED That the chair appoint a committee of three to call on the Curtis Publishing Company and discuss the above.

The Chair then appointed—

Mr. Hyndman of Hydrocarbon Chemical Products Co.

Mr. Lord of E. I. duPont de Nemours & Co.

Mr. Lemperley of The Sherwin-Williams Company.

The Secretary submitted a tag taken from a garment recently purchased from the John Wanamaker store reading as follows:

"On account of the dye situation we cannot guarantee colors in fabrics to be absolutely fast."

Mr. Miller stated that his firm employed a corps of young ladies to visit the department stores and whenever they were advised that a color was not guaranteed they obtained a sample of same which was analyzed. They then dyed a sample to match and returned same to the store with a request that their sample be tested. Mr. Miller stated that in this way his firm was demonstrating that American colors could be guaranteed.

The matter was left in the hands of the Grievance Committee.

The following letter from Messrs. Barrow, Wade, Guthrie & Company was read:

New York, December 7th, 1918.

H. E. Danner, Esq.,
American Dyes Institute,
320 Broadway, New York.

Dear Sir:

In reply to your favor of December 4th, 1918, inquiring as to the progress of the tabulation of the Reports of Sales, we submit the following:

The original list contained 117 names, one name has since been removed and one added, leaving the number of replies to be received 117. Of this number

20 Replies have been received furnishing the information required.
4 Reply that they have no figures to submit.
2 Refuse to comply.
1 Reply promised as soon as information can be obtained.
1 Reply states: man in charge of these figures away and they are unable to furnish same at this time.
88 Not replied.

117

The above figures include all replies received up to and including the morning of December 7th, 1918.

We have not yet sent out second requests; perhaps you will be good enough to let us know whether this should now be done.

Yours very truly,
(Signed) Barrow, Wade, Guthrie & Co.

L/W

The Secretary was instructed to request Messrs. Barrow, Wade, Guthrie & Company to send a second request to those who have not replied, and at the same time send in substance a copy of the above letter.

Counsel advised the members that a representative of the Federal Trade Commission had called on the Secretary in relation to the subject of "Graft."

Here follows an extract from a letter written to Counsel by the Secretary:

> "Yesterday afternoon I had a long call from Mr. William B. Horne, Special Agent of the Federal Trade Commission in connection with the subject of 'Graft.'
>
> "The Federal Trade Commission have apparently started on a campaign of investigation and intend to locate or identify those engaged in the manufacture of Dyestuffs and Intermediates, who are continuing the practice of offering gratuities to buyers for the sake of placing their products.
>
> "As you are aware, this has been a practice in the Dyestuff Industry by those firms who represented or sold German Products. I understood from Mr. Horne that the Federal Trade Commission have reason to believe that some of the American firms are doing likewise.
>
> "This office has been requested to give its assistance to the end that this practice will be discontinued.
>
> "I informed Mr. Horne that the American Dyes Institute was on record (in their minutes) as opposed to this practice, and I felt very certain that our President, Mr. Cottingham (who came through with a clean slate on the investigation of the varnish people), was opposed to the above practice, and that he would use his best endeavors to the end that the members of the American Dyes Institute should not be involved.
>
> "It has occurred to me that you might desire to bring this matter before the members present at our meeting on December 9.

"Mr. Horne suggests, if any of our members have been offering gratuities and are desirous of discontinuing this practice, that they come forward with a full statement to the Federal Trade Commission, who will give their statement the attention it deserves. In other words, if any of our members have been in the habit of giving gratuities, now is the time for them to talk quite candidly with the Federal Trade Commission."

Counsel spoke very very strongly against the use of gratuities or presents of any kind to influence trade. He expressed himself in hearty sympathy with the efforts being made by the Federal Trade Commission.

Mr. Poucher stated that the Trade Committee of the American Dyestuff Manufacturers Association had been dealing with this subject for sometime, and had adopted the following resolution:

THE TRADE COMMITTEE of the American Dyestuff Manufacturers' Association, Inc., recognizing the evil effects of the bribery system inaugurated by the German monopoly in the sale of dyestuffs in the pre-war period, are extremely desirous that this evil shall be stamped out by the members of the above Association. For that purpose they have prepared the following resolution which they now submit for the approval of the members. It is hoped that each member will agree to this resolution and co-operate in every way possible with the TRADE COMMITTEE IN SEEING THAT IT IS CARRIED OUT TO THE LETTER.

In co-operation with the Federal Trade Commission in its efforts to uproot all cases of bribery and unfair practices in commerce, the undersigned member of the American Dyestuff Manufacturers' Assn., Inc., hereby agrees to the following:

(1) That we, as members of the American

Dyestuff Manufacturers' Assn., Inc., our attorneys, agents, servants or employees, will not allow to a buyer or prospective buyer, the payment of any sum of money, or any gift representing its equivalent, that could possibly be construed as a means of influencing the business of said buyer or prospective buyer.

(2) That we, as members of the American Dyestuff Manufacturers' Assn., Inc., will hold ourselves responsible for all actions of our attorneys, agents, servants or employees in connection with the sale and distribution of intermediates, dyestuffs and chemicals.

(3) That we, as members of the American Dyestuff Manufacturers' Assn., Inc., will report to the Trade Committee every case where we have reason to believe that either bribery or unfair practices are being used to influence the decision of a buyer or prospective buyer.

On motion of Mr. Jeffcott seconded by Mr. Miller it was unanimously

RESOLVED

THAT THE AMERICAN DYES INSTITUTE INDORSES THE ACTION OF THE AMERICAN DYESTUFF MFGRS. ASSOCIATION AND PLEDGES ITSELF TO GIVE ITS ASSISTANCE TO THE FEDERAL TRADE COMMISSION IN ITS ENDEAVOR TO ELIMINATE ANY UNFAIR COMPETITION—SUCH AS THE GIVING OF GRATUITIES OR ITS EQUIVALENT.

REPORT FROM THE EXECUTIVE COMMITTEE.

The President reported that the Executive Committee had met prior to this meeting and had been joined by a special committee (Mr. Dicks, Mr. Miller,

and Mr. Pardee) from the American Dyestuff Manufacturers' Association.

This Committee had reported that at the last meeting of the American Dyestuff Mfgrs. Association the members had voted for an amalgamation of the two asociations providing it was desired and agreeable to the American Dyes Institute; and had been empowered to perfect same.

Mr. Cottingham said that the Executive Committee of the American Dyes Institute recommends an amalgamation of the two associations and after discussion with the special committee of the American Dyestuff Manufacturers' Association submits the following recommendations for discussion.

1. It is unanimously recommended that the two associations be amalgamated and the name to be American Dyes Institute.

2. It is unanimously recommended that qualifications for membership be covered by the present qualifications of the American Dyestuff Mfgrs. Association and those of the present American Dyes Institute, and that those applying for membership who are not at present qualified to join either of the above associations shall not become a member of the American Dyes Institute.

3. It is unanimously recommended that the services of Dr. J. M. Matthews be secured as a salaried Vice-President who will devote his time and expert knowledge to the industry and institute; also that the services of Mr. C. C. Bennett be secured in such capacity and on such terms as the Executive Committee will hereafter determine.

4. It is unanimously recommended that the present Board of Governors of the Manufacturers' Association be and hereby are declared Governors

of the American Dyes Institute and that the members of the Executive Committee of the Mfgrs. Association who are not now members of the Executive Committee of the Institute, be and hereby are declared members of the Executive Committee of the American Dyes Institute.

5. It is unanimously recommended that all committees of the American Dyestuff Mfgrs. Association be and are hereby declared Committees of the American Dyes Institute.

6. It is unanimously recommended that the future budget of the American Dyes Institute and the assessments to cover same be referred to the Executive Committee.

7. It is unanimously recommended that counsel prepare the proper amendments to the present By-Laws and Constitution of the Institute.

8. It is unanimously recommended and understood that any member of the American Dyestuff Mfgrs. Association who is not now a member of the Institute is in no way liable to any obligation incurred by the Institute up to this date.

In connection with the above recommendations it was explained and understood by all present that this was not an absorption of the American Dyestuff Manufacturers' Association by the American Dyes Institute, but was an amalgamation, and that the work formerly performed by the American Dyestuff Manufacturers' Association will now be done by the Institute, and the work formerly performed by the American Dyes Institute will now be carried on as an open price section of the new American Dyes Institute.

On motion of Mr. Jeffcott, seconded by Mr. Poucher, it was unanimously resolved that all of the above recommendations of the Executive Committee be approved, and that the Executive Committee be au-

thorized to proceed with the necessary details to perfect the amalgamation.

On motion of Mr. Poucher, duly seconded, it was unanimously resolved that the members of the American Dyestuff Manufacturers' Association be declared members of the Institute.

REPORT OF COMMITTEE ATTENDING ATLANTIC CITY CONVENTION.

Mr. Poucher reported that the convention of the War Industries Boards of the Chamber of Commerce of the United States, held at Atlantic City on December 4th, 5th, and 6th, proved to be very interesting and instructive. He said that the 34 resolutions which were adopted by the Major group were very far-reaching and represented the "high points" in American business and problems. One of the 34 resolutions adopted dealt with the licensing plan as a means of protecting newly found industries created during the war.

A complete report of the proceedings, including the addresses and final resolutions adopted, are to be reported in the "Nation's Business" for January and will be published at a low price, and Mr. Poucher recommended that every member obtain sufficient copies from the United States Chamber of Commerce, Riggs Building, Washington, D. C., and distribute same to customers and employees, such as Superintendents, Salesmen, Overseers, etc.

Then followed a long discussion with reference to prospective tariff or protection, in some form, for the Dyestuff Industry.

Dr. Matthews reported the progress his committee had made and he was urged to continue giving this matter his attention, in view of the necessity for immediate action.

CONDITIONS OF BUSINESS.

All of the members present reported a material falling off in business, varying from 50 to 70%, and some of the members reported that in view of this they were curtailing their output.

DAILY BULLETINS.

Mr. Fargo instructed the Secretary to resume distributing in the daily bulletins a record of his prices quoted or obtained.

The question of "store-door deliveries" was also mentioned, but as the hour was late, it was decided to present this subject for discussion at the next meeting.

In the meantime attention was called to the fact that the open price plan provided that all inducements offered to secure business were reported on the daily records filed with the Secretary and that if each member would report complete and accurate details of all his transactions the information would be distributed regularly to all members, who would then be advised accurately as to what their competitors are doing.

The next meeting was set for Wednesday, January 8th, 1918, at 1.00 P. M.

There being no further business, on motion, the meeting adjourned.

(Sgd.) H. E. DANNER,
Secretary.

HED:IF.

PLAINTIFF'S EXHIBIT No. 54.

Articles of Incorporation and By-Laws of The Chemical Foundation, Incorporated.

Note: Same as Exhibit "B" attached to bill of complaint, not reprinted here. (See Record, Vol. I, page 90.)

PLAINTIFF'S EXHIBIT No. 55.

List of subscribers to The Chemical Foundation, Incorporated.

Note: Same as Exhibit "C" attached to bill of complaint, not reprinted here. (See Record, Vol. I, page 107.)

PLAINTIFF'S EXHIBIT No. 56.

THE CHEMICAL FOUNDATION, INCORPORATED

MINUTES OF FIRST MEETING
OF INCORPORATORS.

The first meeting of the incorporators and subscribers to the stock of THE CHEMICAL FOUNDATION, INCORPORATED, was held on the 3rd day of March, 1919, at 4:15 P. M., at its principal office, No. 1007 Market Street, Wilmington, Delaware, pursuant to a written waiver of notice signed by all said incorporators and subscribers, fixing said time and place, as follows:

THE CHEMICAL FOUNDATION, INCORPORATED

WAIVER OF NOTICE
MEETING OF INCORPORATORS AND SUBSCRIBERS.

We, the undersigned, being all the incorporators and subscribers to the stock of THE CHEMICAL FOUNDATION, INCORPORATED, organized under the laws of the State of Delaware, DO HEREBY WAIVE NOTICE of the time, place and purpose of the first meeting of the said

corporation and do fix the 3rd day of March, at 4:15 o'clock in the afternoon, as the time, and the principal office of said corporation at the office of the CORPORATION TRUST COMPANY OF AMERICA, No. 1007 Market Street, Wilmington, Delaware, as the place of said meeting.

And we do hereby waive all the requirements of the statutes of Delaware, both as to the notice of this meeting and the publication thereof; and we do consent to the transaction of such business as may come before said meeting.

Dated, March 3, 1919.

(Sgd.) M. M. CLANCY
(Sgd.) P. B. DREW
(Sgd.) H. E. KNOX.

The following incorporators and subscribers were present in person:

Name	*Number of Shares Common*
M. M. Clancy	13
P. B. Drew	1
H. E. Knox	1

being all of the incorporators and subscribers to the stock of the corporation.

Upon motion, P. B. Drew was chosen as chairman, and M. M. Clancy was chosen as secretary of the meeting.

The chairman reported that the certificate of incorporation was filed in the office of the Secretary of State of Delaware, on the 19th day of February, 1919, and that a certified copy thereof was recorded on the 19th day of February, 1919, in the office of the recorder of deeds of New Castle County, Delaware, and the secretary was instructed to cause a copy of such certificate of incorporation to be inserted in the minute book.

The secretary presented a form of by-laws for the regulation of the affairs of the corporation, which were read, section by section.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that the by-laws submitted at and read to this meeting be, and the same hereby are, adopted as and for the by-laws of this corporation, and that the secretary be, and he hereby is, instructed to cause the same to be inserted in the minute book immediately following the copy of the certificate of incorporation.

The chairman stated that the next business before the meeting was the election of a board of directors.

C. L. Rimlinger and S. E. Dill were appointed inspectors of election and thereupon subscribed and swore to the following oath:

THE CHEMICAL FOUNDATION, INCORPORATED

INSPECTORS' OATH.

STATE OF DELAWARE,
COUNTY OF NEW CASTLE, } *ss.*

C. L. Rimlinger and S. E. Dill being sworn upon their respective oaths do severally promise and swear that they will faithfully, honestly and impartially perform the duties of inspectors of election, at the election of directors of THE CHEMICAL FOUNDATION, INCORPORATED, to be held this day, and will to the best of their skill and ability conduct said election, and a true report make of the same.

Subscribed and sworn to before me this 3rd day of February, 1919. } (Sgd.) C. L. RIMLINGER,
(Sgd.) S. E. DILL.

(Sgd.) HERBERT E. LATTER,
Notary Public.

The secretary presented transfers of subscription from M. M. Clancy, P. B. Drew and H. E. Knox to Francis P. Garvin, Douglas I. McKay and George J. Corbett for fifteen shares of common stock to take effect at the close of the meeting.

Upon motion, duly made, seconded and carried, the same were approved.

Said transfers of subscription are as follows:

THE CHEMICAL FOUNDATION, INCORPORATED

TRANSFER OF SUBSCRIPTION.

KNOW ALL MEN BY THESE PRESENTS, That I, M. M. Clancy, in consideration of one dollar, lawful money of the United States, and other good and valuable consideration, to me paid before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto Francis P. Garvin, thirteen shares of the common capital stock of THE CHEMICAL FOUNDATION, INCORPORATED, a corporation organized under the laws of the state of Delaware, subscribed for by me as an incorporator of said corporation, and I do hereby request and direct the said corporation to issue the certificate for said thirteen shares to and in his name or to such other person as he may name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of March, 1919.

(Sgd.) M. M. CLANCY. (Seal)

Sealed and delivered
in the presence of:
(Sgd.) P. B. DREW

THE CHEMICAL FOUNDATION, INCORPORATED

TRANSFER OF SUBSCRIPTION.

KNOW ALL MEN BY THESE PRESENTS, That I, P. B. Drew, in consideration of one dollar, lawful money of the United States, and other good and valuable consideration, to me paid before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto Douglas I. McKay, one share of the common capital stock of THE CHEMICAL FOUNDATION, INCORPORATED, a corporation organized under the laws of the state of Delaware, subscribed for by me as an incorporator of said corporation, and I do hereby request and direct the said corporation to issue the certificate for said one share to and in his name or to such other person as he may name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of March, 1919.

(Sgd.) P. B. DREW. (Seal)

Sealed and delivered
in the presence of:
(Sgd.) H. E. KNOX.

THE CHEMICAL FOUNDATION, INCORPORATED

TRANSFER OF SUBSCRIPTION.

KNOW ALL MEN BY THESE PRESENTS, That I, H. E. Knox, in consideration of one dollar, lawful money of the United States, and other good and valuable consideration, to me paid before the ensealing and delivery of these presents, the receipt whereof is hereby

acknowledged, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto George J. Corbett, one share of the common capital stock of THE CHEMICAL FOUNDATION, INCORPORATED, a corporation organized under the laws of the state of Delaware, subscribed for by me as an incorporator of said corporation, and I do hereby request and direct the said corporation to issue the certificate for said one share to and in his name or to such other person as he may name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of March, 1919.

(Sgd.) H. E. KNOX. (Seal)

Sealed and delivered
in the presence of:
(Sgd.) P. B. DREW.

Messrs. Francis P. Garvin, Douglas I. McKay and George J. Corbett were nominated for directors of the corporation, to hold office until their respective successors are elected and qualified. No other nominations having been made, the polls were duly opened, and all the stockholders having voted by ballot, the chairman declared the polls closed. Thereupon the inspectors canvassed the vote cast and made and presented the following certificate showing the result of the election:

PLAINTIFF'S EXHIBIT No. 57.

MINUTES OF FIRST MEETING OF DIRECTORS.

The first meeting of the board of directors of THE CHEMICAL FOUNDATION, INCORPORATED, was held at #110 West 42nd Street, New York City, on the 8th day of March, 1919, at 10:15 A. M.

Present: Messrs. FRANCIS P. GARVAN
DOUGLAS I. McKAY
GEORGE J. CORBETT
constituting all the members of the board.

Mr. McKay was chosen temporary chairman and Mr. Corbett was chosen temporary secretary of the meeting.

The secretary presented and read the following waiver of notice of the meeting, signed by all the directors:

THE CHEMICAL FOUNDATION, INCORPORATED

INSPECTORS' CERTIFICATE.

WE, THE SUBSCRIBERS, INSPECTORS OF ELECTION appointed to act at the meeting of the incorporators and subscribers to the stock of THE CHEMICAL FOUNDATION, INCORPORATED, held this 3rd day of March, 1919, do report that, having taken an oath impartially to conduct the election for directors, we did receive the votes of the incorporators and subscribers by ballot.

We report that 15 votes were cast for the election of directors and that the following persons received the number of votes set opposite their respective names, to wit:

For Directors.	*Number of Votes.*
Francis P. Garvin	15
Douglas I. McKay	15
George J. Corbett	15

Respectfully submitted,

(Sgd.) C. L. RIMLINGER,
(Sgd.) S. E. DILL,
Inspectors.

The chairman thereupon declared Messrs. Francis P. Garvin, Douglas I. McKay and George J. Corbett duly elected directors of the corporation to serve until their respective successors are elected and qualified.

Upon motion, duly made, seconded and carried, it was

> RESOLVED that the board of directors be and they hereby are authorized, in their discretion, to issue the capital stock of this corporation to the full amount or number of shares authorized by the certificate of incorporation, in such amounts and for such considerations as from time to time shall be determined by the board and as may be permitted by law.

Upon motion, duly made, seconded and carried, the meeting thereupon adjourned.

(Sgd.) M. M. CLANCY,
Secretary of the meeting.

WAIVER OF NOTICE
FIRST MEETING OF THE BOARD OF DIRECTORS.

We, the undersigned, being all the directors of THE CHEMICAL FOUNDATION, INC., do hereby waive notice of the time, place and purpose of the first meeting of the board of directors of said corporation.

We designate the 8th day of March, 1919, at 10:15 o'clock in the forenoon as the time, and #110 West 42nd Street, New York City, as the place of said meeting, the purpose thereof being to elect officers, authorize the issue of the capital stock, complete the organization of said corporation, and to transact such other business as may be necessary or advisable.

Dated, March 8th, 1919.

(Sgd.) FRANCIS P. GARVAN,
(Sgd.) GEO. J. CORBETT,
(Sgd.) DOUGLAS I. McKAY.

The minutes of the first meeting of incorporators were read and approved.

The following persons were nominated for officers of the corporation to serve until their respective successors are chosen and qualify:

President, FRANCIS P. GARVAN
Vice-President, DOUGLAS I. McKAY,
Secretary, } GEORGE J. CORBETT
Treasurer, }

Ballot having been duly had and all the directors present having voted, the chairman announced that the aforesaid persons had been unanimously elected to the offices set before their respective names.

The president thereupon took the chair.

It was ordered that the secretary be sworn to the faithful discharge of his duty and he thereupon subscribed and swore to the oath of office and entered upon the discharge of his duties.

It was ordered that the treasurer give a bond in the sum of Fifty Thousand Dollars ($50,000.00), in a form to be presented at the next meeting.

Said secretary's oath is as follows:

SECRETARY'S OATH.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } *ss.*

I, GEORGE J. CORBETT, do solemnly promise and swear that I will faithfully, impartially and justly perform the duties of Secretary of THE CHEMICAL FOUNDATION, INC., a corporation of the State of Delaware,

according to the best of my abilities and understanding. So help me God.

Subscribed and sworn to before me this 8th day of March, 1919. } (Sgd.) GEORGE J. CORBETT.

(Sgd.) J. METZ,
Notary Public, Nassau Co.
Certificate filed in N. Y. Co. No. 22
New York County Register's No. 100.
Term expires March 20, 1920.

Upon motion, duly made, seconded and carried, it was

RESOLVED that the treasurer be and he is hereby authorized to open a bank account in behalf of the corporation with the Central Union Trust Company of New York.

FURTHER RESOLVED that until otherwise ordered, said Trust Company be and hereby is authorized to make payments from the funds of this corporation on deposit with it upon and according to the check of this corporation signed by two officers of the Company, one of whom shall be the Treasurer.

Upon motion, duly made, seconded and carried, it was

RESOLVED that the Corporation Trust Company of America be and is hereby appointed the agent of this corporation, in charge of the principal office in Delaware and of the books required by law to be kept in that office, and the agent upon whom process against this corporation may be served in accordance with the laws of Delaware:

FURTHER RESOLVED that Joseph H. Choate, Jr., Esq., be retained as General Counsel of the Company and that said Corporation Trust Company may apply

to and act upon the instructions of the said counsel in respect to any questions arising in connection with said agency;

FURTHER RESOLVED that Ramsay Hoguet, Esq., be retained as Patent Counsel of the Company;

FURTHER RESOLVED that the secretary be and is hereby authorized to sign, and seal with the corporation's seal a certificate of authorization to said Corporation Trust Company in the form submitted at this meeting.

Upon motion, duly made, seconded and carried, it was

RESOLVED that a temporary office of the corporation be established and maintained at #60 Wall Street, in the City of New York, in the office of the firm of Evarts, Choate & Sherman, and that meetings of the board of directors from time to time may be held at the registered office in Wilmington, Delaware, or at such office in the City of New York or elsewhere, as the board of directors shall from time to time order:

FURTHER RESOLVED that the entire authorized capital stock of the Company, both preferred and common, be issued for cash at par, and

FURTHER RESOLVED that the subscribers to the preferred stock of the Company be required to pay in 70% of their subscriptions within ten days from date.

FURTHER RESOLVED that the subscribers to the common stock of the Company be required to pay in their entire subscriptions within ten days from date.

FURTHER RESOLVED that the Treasurer and Secretary issue temporary receipts for such subscriptions paid in.

FURTHER RESOLVED that no subscriptions for common stock shall be received, nor shall any certificates of stock be issued in accordance with such subscrip-

tions unless and until such subscribers shall become signatories to the voting trust agreement hereinafter approved.

Upon motion, duly made, seconded and carried, it was

RESOLVED that the treasurer be and he is hereby authorized to pay all fees and expenses incident to and necessary for the organization of the corporation.

Upon motion, duly made, seconded and carried, the meeting thereupon adjourned to March 12th, 1919, at 10 A. M., the adjourned meeting to be held at the temporary office of the corporation at #60 Wall Street, New York City.

(Sgd.) GEO. J. CORBETT,
Secretary.

The adjourned meeting of the Board of Directors was continued at the temporary office of the Company at #60 Wall Street, New York City, on Wednesday, March 12, 1919, at 10 A. M.

Present: Messrs. DOUGLAS I. MCKAY,
GEORGE J. CORBETT

Mr. McKay was chosen temporary chairman of the meeting in the absence of the president.

The minutes of the last meeting were read and approved.

On motion, duly made, seconded and unanimously adopted, THE CENTRAL UNION TRUST COMPANY was chosen and appointed stock registrar of the corporation.

The secretary presented the seal of the corporation and on motion, duly made, seconded and adopted the said seal was approved and adopted as the seal of the corporation.

The following is an impression of the said seal:

[Impression of Seal]

The Chemical Foundation,
Incorporated. Corporate
Seal 1919 Delaware.

Upon motion, duly made, seconded and carried the meeting thereupon adjourned to Friday, March 14th, 1919, at 9:30 A. M., the adjourned meeting to be continued at the office of the Alien Property Custodian, at #110 West 42nd Street, New York City.

(Sgd.) GEO. J. CORBETT,
Secretary.

The adjourned meeting of the Board of Directors was continued at the office of the Alien Property Custodian at 110 West 42nd Street, New York City, New York, on Friday, March 14th, 1919, at 9:30 A. M.

Present:

Messrs. Francis P. Garvan.
Douglas I. McKay.
George J. Corbett.

Mr. Francis P. Garvan presided.

Mr. Francis P. Garvan expressed his regrets at having been unable to attend the prior meeting of the Board of Directors of March 12th, 1919.

The minutes of the said prior meeting of March 12th, 1919, were read by the Secretary, and on motion

duly made, seconded and unanimously carried, the acts and resolves of the directors present at said prior meeting of March 12th, 1919, were ratified, approved, confirmed and adopted in toto as the acts and resolves of all of the Directors of The Corporation.

On motion duly made, seconded and unanimously carried, the Treasurer, Mr. George J. Corbett, was directed to close with an offer heretofore made by the owners of the Market and Fulton Bank Building situated on the corner of Fulton and Gold Streets, for a lease of the fourth floor of the said building for five years at the rate of seventy-five thousand ($75,000.00) dollars per annum.

Counsel thereupon presented a fac simile of certificates of the preferred and common capital stock of The Corporation, with forms of transfer and for the necessary consent thereto of The Corporation endorsed thereon, which had been prepared by the Directors and approved by counsel of The Corporation.

On motion duly made, and seconded it was unanimously

"RESOLVED" that said forms of certificates of preferred and common stock of The Corporation and the endorsement thereon prepared by the Directors of The Corporation be and the same hereby are approved and adopted as forms of certificates of the preferred and common stock respectively, of The Corporation and that the same be inserted in the Minute Book.

There being no further business, the meeting adjourned.

(Sgd.) GEO. J. CORBETT,
Secretary.

PLAINTIFF'S EXHIBIT No. 58.

A meeting of the Board of Directors was held at the office of the Alien Property Custodian, 110 West 42nd Street, New York City, on Friday, April 4, 1919, at 10.30 a. m.

Present:

Mr. Francis P. Garvan,
Douglas I. McKay,
George J. Corbett,

The reading of the minutes of the last meeting was waived.

Mr. Joseph H. Choate, Jr., of counsel for the company, presented and read a form of prospectus intended to be used in securing the distribution of the underwritten stock.

On motion duly made and seconded the said form was adopted and ordered printed. A copy of the same is hereto annexed.

Mr. Ramsey Hoguet, Patent Counsel of the company, thereupon presented and read a proposed form of assignment from the Alien Property Custodian to The Chemical Foundation, Inc., covering the patents and other property intended to be conveyed by the said Custodian to the Foundation.

On motion duly made and seconded the said form of assignment was approved and adopted and the treasurer was authorized to accept, on behalf of the Foundation, delivery of the same, and thereupon to pay over to the Alien Property Custodian as the agreed purchase price of the said patents and other property so transferred the sum of $250,000.00.

The secretary then presented duplicate originals of a lease, dated March 15, 1919, from The Irving Trust Company to The Chemical Foundation, Inc., of

the fourth floor of the Market and Fulton Bank Building, at No. 81-83 Fulton Street, New York City, for the term of five years, commencing on May 1, 1919, at the yearly rent of $7500, executed on behalf of the Foundation by the Vice President, Mr. Douglas I. McKay.

On motion duly made and seconded, the said lease was approved and the secretary was directed to affix the seal of the Foundation thereto, and the officers of the Foundation were authorized and directed to deliver the same.

The secretary thereupon presented a letter to the Irving Trust Co., dated March 15, 1919, from The Chemical Foundation, Inc., by George J. Corbett, secretary, in the following terms:

"March 15th, 1919.

Irving Trust Company,
81-83 Fulton Street,
New York City.

Gentlemen:

In consideration of your leasing to us the fourth floor of the building 81-83 Fulton Street for five years from May 1st, 1919, at a rental of $7500 per annum, we agree to pay one-half of the cost of the following work in said premises:

Removal of present dividing walls and partitions as desired.

Repair of plastering and flooring and redecorating of the premises.

Installation of semi-indirect lighting fixtures at present outlets.

We will pay the extra cost of any new walls or partitions and any extra lighting fixtures or outlets which we may require.

Very truly yours,
THE CHEMICAL FOUNDATION, INC.,
By .....
Secretary."

On motion duly made and seconded, the signature

of the said letter by the secretary was authorized, ratified and confirmed.

The treasurer thereupon announced that in accordance with the resolution heretofore adopted, he had obtained and filed a bond in the sum of $50,000 of the Massachusetts Bonding and Insurance Company, No. 87858, dated March 26, 1919.

On motion duly made and seconded the said bond was approved and the treasurer was authorized to pay the premium thereon, amounting to $175.

The treasurer thereupon presented his report as of April 4, 1919, in the following terms:

"April 4, 1919.

TREASURER'S REPORT

THE CHEMICAL FOUNDATION, INCORPORATED

Subscription		$300,200.00
Payments on Patents	$4,500.00	
(Legal)	1,112.80	
Expenses		
(Stationery)	5.25	5,618.05
Balance—April 4, 1919, in Central Union Trust Co.,"		$294,581.95

On motion duly made and seconded the said report was approved.

Mr. Hoguet thereupon reported that he had been obliged to make considerable disbursements on account of the Foundation in connection with the investigation and digesting of the German owned patents purchased by the Foundation and requested that provision be made for such disbursements.

On motion duly made and seconded, the treasurer was authorized to pay over to Mr. Hoguet, on account of such disbursements, the sum of $2,000.

The treasurer thereupon reported that the Central Union Trust Company, heretofore by resolution of March 12, 1919, appointed stock registrar of the cor-

poration, desired the adoption of resolutions effectuating the said appointment in a form customarily used by it for the purpose. In accordance with this suggestion, on motion duly made and seconded, the following resolutions were adopted:

RESOLVED that Central Union Trust Co. of N. Y. be and it hereby is appointed Agent, with the title of "Registrar," to register certificates for the preferred and common capital stock of this Company; and

FURTHER RESOLVED that pursuant thereto the Registrar is hereby directed to record in its Register, and sign as Registrar, certificates for not exceeding four thousand (4,000) shares of such preferred stock and one thousand (1,000) shares of such common stock when executed by the President or a Vice-President and the Treasurer or Secretary; and

FURTHER RESOLVED that the Registrar is hereby authorized to register transfers of said certificates, and to sign and deliver new certificates accordingly when the same shall have been similarly executed and countersigned; and

FURTHER RESOLVED that this Company lodge with the Registrar (1) specimen signatures of the officers of this Company authorized to sign such Certificates and (2) specimens of certificate adopted by this Company for use by it for purposes of comparison and in such use and in relying upon certificates purporting to be such certificates and to bear signatures of such officers, this Company will protect the Registrar until written notice to it that any or all said officers respectively are no longer authorized so to sign; and

FURTHER RESOLVED that when the Registrar deems expedient, it may apply to Joseph H. Choate, Jr., No.

60 Wall Street, City of New York, State of New York, counsel for this Company, or to Larkin & Perry, No. 54 Wall Street, New York City, Counsel for said Registrar, for advice or instructions, and for its action in reliance thereon this Company shall fully protect and hold it harmless against all liability; and

FURTHER RESOLVED that the Vice President and Secretary be and they hereby are directed to certify these resolutions under the seal of this Company and to lodge same with the Registrar, together with certified copies of the Charter or Articles of Incorporation and of the By-Laws of this Company.

On motion duly made, seconded and adopted the meeting thereupon adjourned.

(Sgd.) GEO. J. CORBETT,
Secretary.

PLAINTIFF'S EXHIBIT No. 58-A.

THE CHEMICAL FOUNDATION, INCORPORATED

In order to free the American manufacturing chemical industry from the limitations imposed upon it by the Enemy owned United States chemical patents, The Chemical Foundation, Incorporated, has been organized to buy, and has bought from the Alien Property Custodian, the greater part of all such patents in all branches of the chemical industries. The Foundation is a quasi-trustee corporation organized not for profit, but to hold and defend present and future patents for the benefit of American industry, and to act as a center of industrial and scientific research. As such it is believed that its work will profoundly affect most chemical enterprises in the United States. It is therefore desirable from the point of view both of the

public and of those engaged in the industry, that the stock should be held, not in large blocks by a few companies, but in the greatest possible number of small holdings. To this end subscriptions to the stock of the Foundation are invited.

The subscription requested is for one thousand dollars ($1000) of the stock, or such less amount as may be allotted, in the proportion of four shares of preferred to one of common. This indefinite form is adopted in order to procure the widest possible distribution, and so that if enough subscriptions are received the amount held by each purchaser may be reduced to a minimum. The Foundation reserves the right to reject in whole or in part any subscription even though made in response to this statement, and also to close the subscription books at its discretion without notice.

The authorized capital of the Foundation, all of which is to be issued is $500,000, divided into four thousand shares of preferred and one thousand shares of common stock, each share being of the par value of $100. Each class of stock is limited *to not more than six per cent.* annual dividends. The limitation of each class of stock and the rights of its holders are set forth in the Charter of which a copy is enclosed. Each is transferable only with the consent, endorsed thereon, of the Corporation.

The preferred stock is preferred as to principal and is entitled to a fixed cumulative dividend when and as declared of six per cent. but is subject to redemption as a whole at par and accumulated dividends on January 21, 1921, or any first of January thereafter. It is hoped that this power will be exercised and the whole of the preferred stock redeemed as early as possible. This class of stock has no voting power except upon the question of the amendment of the charter.

The common stock has full voting power, but is also limited as to dividend to six per cent. payable only after payment of all accumulated dividends due upon the preferred Surplus earnings, over the sum required for this dividend, and to be applied first for the redemption of the preferred, and thereafter for research and the advancement of science. A trust agreement has been prepared for the purpose of placing in the hands of trustees the entire issue of common stock, and none will be issued except upon a subscription, in the form enclosed, authorizing the directors to issue such common shares as may be allotted to the subscriber, directly to the Trustees, who will thereupon issue to the subscriber trust certificates in place thereof. The Trust-certificates, like the stock, will be non-transferable except with the consent of the Foundation. They will entitle the holder to such dividends as may be received by the Trustees on the stock represented thereby, and also of course to delivery of the stock itself on the dissolution of the Trust-agreement. The Trust is to continue till January 1st, 1936.

Under subscriptions made in accordance with this offer, the subscriber, if accepted, will receive eight shares or less of preferred stock, and voting trust certificates covering two shares or less of common stock. The preferred will give the subscriber a voice in the amendment of the charter. The common will give a vote, after the dissolution of the trust, in all corporate affairs. As the Foundation may be expected to develop into a permanent and powerful body, this may be a right which no important business can afford to do without. The common stock, however, cannot be a source of profit, since the charter requires surplus to be used for public purposes. It should also be noted that stock gives its holders no special privilege in regard to the obtaining of licenses from the Foundation.

As will appear from the foregoing this offer represents an opportunity, not to make a profitable investment but to support an undertaking which the directors deem of vital importance and value both to your industry and to your country. This belief is based upon the following facts in regard to the personnel and purposes of the corporation.

The trustees, in whom under the trust agreement, the control of the Foundation will be lodged, are the following gentlemen, who have been serving for many months as the Advisory Committee which has passed upon all sales made by the Alien Property Custodian: Otto T. Bannard, Esq., (Chairman The New York Trust Company). Hon. George L. Ingraham, (Late presiding Justice Appellate Division, New York Supreme Court). Cleveland H. Dodge, Esq. B. Howell Griswold, Jr., Esq., (Of Alexander Brown & Sons, Baltimore). Ralph Stone, Esq., (President, Detroit Trust Company). The officers and directors of the Foundation are as follows: President, Mr. Francis P. Garvin, (The Alien Property Custodian). Vice-President, Col. Douglas I. McKay. Treasurer and Secretary, Mr. George J. Corbett. The legal advisers of the Foundation are the following: General Counsel, Mr. Joseph H. Choate, Jr. Patent Counsel, Mr. Ramsay Hoguet.

The Trust Agreement gives these trustees the power to fill vacancies in their board, so that during the continuance of the trust, they will be a self-perpetuating body. They elect the directors of the Company, whose resignations are always in their hands.

To the Foundation as thus organized substantially all of the chemical, dye and allied patents and processes acquired by the Alien Property Custodian with the exception of those which were included in the prior sale of the Bayer Co., Inc., have been sold by him for

the sum of Two hundred and fifty thousand dollars ($250,000). These patents and processes cover a very wide field, the classification including metallurgy, fertilizers, fixation of nitrogen, hydrogenation of oils, etc., and in number approximate four thousand (4,000). The transfer thereof to the corporation has been completed. They will be used to encourage manufacturing thereunder in the United States and to prevent infringing importations from Germany or elsewhere.

Non-exclusive licenses will be granted to competent American manufacturers, whether stockholders or not, by the corporation upon reasonable and equal terms, subject to the power of the directors to refuse licenses when in their opinion the condition of the business is such as to make the grant of further licenses unfair, or disadvantageous to the public. Importations of infringing products will be prosecuted with all possible vigor and in view of the fact that many of the patents are product patents, an effort will be made to exclude infringing goods from any source whatsoever and thus give effective protection to a part of the new American chemical and dye industry.

The Alien Property Custodian has also seized certain trade-marks and copyrights covering indispensable literature of science, which have likewise been sold to the corporation and a plan is now being formulated under which it is hoped licenses may be issued to use the same.

The full powers which the corporation has under its charter to purchase or otherwise acquire such personal property as may be necessary, useful or advisable in connection with any or all of the objects specified in its charter (particularly new patents), may be taken advantage of, in order to stimulate chemical invention and at the same time to create a new field for its activities.

It is the intention of the Trustees and the Board of Directors to make the corporation eventually a center of research and thereby fulfill the provision of its charter which provides that "after the full redemption of the preferred stock, the net earnings of the corporation over and above such amounts as may be necessary for the purpose of working capital shall be used and devoted to the development and advancement of chemistry and allied sciences, in the useful arts and manufactures in the United States." If the patents and processes acquired prove to be as valuable as they at present appear, a considerable income will be available for research purposes. The corporation should form a link heretofore unknown between industrial and academic research, and be in a position to bring about cooperation between the laboratories of the universities and those of the chemical and dye works as close as that which has existed in Germany in the past.

Informal offers have already been received from important laboratories placing their facilities at the disposal of the corporation and resolutions having for their object the same purpose, are now pending before the governing bodies of various large Companies and Institutions.

The corporation intends to conduct a laboratory census of the United States, a step which it is believed has never been attempted; and as a result thereof, it is hoped that a Bureau of Information can be established wherein a scientist engaged in an important research may be able to ascertain where the resources most necessary to him can be obtained and what progress has been made in similar branches of research. The country's facilities for research would thus be rendered more available and material aid would no doubt be rendered in the advancement of chemical science, particularly in medicine.

Subscriptions must be made upon the enclosed form and must be accompanied by a certified check for one thousand dollars ($1000) payable to the order of the Central Union Trust Company of New York, and both should be mailed to The Chemical Foundation, Inc., 81 Fulton St., New York City, N. Y. Such portions of such payments as represent subscriptions rejected in whole or in part will be promptly returned, but no interest will be allowed on such payments. Delivery may be made in the form of interim certificates, exchangeable for Definitive Preferred Stock and Voting Trust Certificates as soon as the same can be prepared.

THE CHEMICAL FOUNDATION, INCORPORATED.

PLAINTIFF'S EXHIBIT No. 58-B.

SUBSCRIPTION

The Chemical Foundation, Inc.,
Care of Central Union Trust Co.,
80 Broadway,
N. Y.

I,
We, hereby subscribe for eight (8) shares of the 6% non-voting cumulative preferred stock, and for two (2) shares of the common stock of The Chemical Foundation, Incorporated and we enclose herewith my / our check for one thousand dollars ($1,000) being payment in full for the same at par.

In case of the acceptance of this subscription, and

in consideration thereof we hereby transfer to Otto
I
T. Bannard, George L. Ingraham, Cleveland H. Dodge, B. Howell Griswold, Jr., and Ralph Stone as trustees under a certain trust agreement dated , 1919, between the said Trustees and Francis P. Garvan, Douglas I. McKay, and George J. Corbett, any and all rights conferred upon me by such subscription to receive such shares or parts of shares of common stock
us We
as may be allotted to me thereunder. hereby au-
I
thorize you to issue to and in the names of the said Trustees as such Trustees the certificates for the said common stock, and to deliver the said certificate to the said Trustees for deposit under the said Trust
me
Agreement, and to deliver to in place of said
us
certificates for common stock, trust certificates representing the same issued by the said Trustees.

This subscription is made subject to previous allotment and sale by you, and for the stock and voting trust certificates when, as and if issued. It is distinctly understood and agreed that no interest is to be allowed on the payment made herewith.

I
hereby further agree that you may reject this
We
subscription in whole or in part, allot less of either class of stock, or of trust certificates, that the amount hereby applied for, and close your subscription books at any time in your discretion without notice.

.....

PLAINTIFF'S EXHIBIT No. 58-C.

THE FORMATION OF
THE CHEMICAL FOUNDATION, INC.

When the United States entered the war Congress recognized the need of making this country independent of German commercial domination, and, therefore, by law authorized The Federal Trade Commission to grant licenses to American manufacturers, allowing them to use enemy patents under stipulated royalties, which were to be held in trust until the end of the war.

Under the terms authorized, it seemed to manufacturers that, after the war, suits could be brought against them by enemy owners for increased royalties, both during the period of the war and afterward. Manufacturers could not with certainty feel that they were not buying a law suit in taking out a license. Such large capital investment was needed to develop products covered by some of these patents that comparatively few manufacturers felt it safe to proceed with the doubt as to whether they would be able to recoup their expenditure in this new field.

There were patented products greatly needed in this country, and to stimulate progress Congress, in the Fall of 1917, authorized the sale outright of these patents like other enemy property, so that there might be no doubt in the minds of manufacturers of their rights thereunder. While many of these (so-called chemical) patents related to the dye and pharmaceutical industries, others covered processes or products used in the paper, cotton, soap, paint, hat, rubber, silk, leather, metallurgical, explosive, fertilizer, ceramic and other industries.

Proceeding under the law to sell enemy property to American citizens, the Alien Property Custodian,

among other parcels, sold the plant of The Bayer Company, near Albany, together with a large number of patents owned by it. This sale immediately brought many dye and pharmaceutical manufacturers to a realization that the progress of their development was being blocked, and their future limited by the sale of these patents at auction to one manufacturer in this manner.

Immediately protests were made to the Alien Property Custodian, it being pointed out that it was a national emergency which had created this situation and caused Congress to pass the bill allowing the patents to be seized and sold, and that they should not be sold for the benefit of the highest bidder, unless that bidder would so use the patents as to make them available to the manufacturers of this nation.

The fact was emphasized that few of the patents had been taken out in good faith with a view to manufacturing in this country; they were simply intended to prevent manufacture here, so that the owners abroad could manufacture there and maintain a monopoly here without fear of interference by American manufacturers. The transfer of patents to private owners in this country would give the same opportunity for monopoly by the new American owners, and that no guarantee could be obtained that an individual, or a group, might not buy these patents for the purpose of exacting almost a blackmailing toll from American industries through claims of infringement by existing processes employed by American manufacturers.

It was recognized that nationalizing the patents would not meet the situation, for this would allow the enemy owners, with their vastly superior experience and skill in some of these lines, to start manufacturing in this country and ruin the investments in plant

which were being made by American citizens to meet the emergency existing in this country.

Out of this situation there arose the conclusion that it would be unfortunate for the development of the American industry if the buyer of the patents should be an individual or a corporation carrying on a manufacturing business or guided by other than altruistic motives.

This situation was of most immediate importance to the new coal-tar chemical industry, but of great importance to all the industries into which chemistry entered, and which were affected by these German patents. Smaller dye and intermediate manufacturers immediately recognized that their very existence was threatened, and, in fact, all the manufacturers realized that, unless some plan could be evolved, it was likely that all benefit from the action of Congress in taking over these patents would flow to some one manufacturer, or possibly to a single speculator. They, therefore, advocated that these patents be sold in such a manner that no company or individual could obtain any advantage over any other, and they offered to the Alien Property Custodian to guarantee the money for the purchase of these patents until such time as a plan could be evolved and carried into effect to have them used for the benefit and upbuilding of all American industry.

As a result of the combined suggestions, it was decided to form The Chemical Foundation, Incorporated, to purchase these German patents and to hold them as a trustee for American industry. When this suggestion was made, it met with the instantaneous and enthusiastic approval of all with whom it was taken up, and the $500,000 of stock was at once informally underwritten.

While, as mentioned above, the possession of

rights to manufacture under these patents was of the most immediate importance to the dye and pharmaceutical manufacturers, it is also of much importance to the other industries mentioned, and in order that the stockownership may be distributed throughout all the industries of the nation, it is desired that there shall be five hundred stockholders at $1000. each, evenly distributed so far as may be, amongst all the manufacturing and consuming industries affected, rather than that the dye makers and users should own all the stock.

The income of The Foundation will be from royalties on non-exclusive licenses granted only to American citizens or corporations, at least 75% of whose stock is owned in the United States and, under the terms of The Foundation's charter, every interest has equal opportunity to profit by the use of these patents, and each will pay the same rate of royalty, whether the output be large or small.

It is intended that the first earnings of The Foundation, after payments of the 6% dividends, shall be applied toward redeeming the preferred stock, and thereafter, there will be five hundred stockholders, each owning two shares of common only, or one thousand stockholders each owning one share; afterward the earnings will be available for making The Foundation a center of Industrial Research bringing the industries closer to the universities in the manner which brought German industries so rapidly to the front.

American manufacturers will realize the importance, not only to their own industry, but to all American industries, of an institution organized to break the control of German monopoly and the desirability of clearly placing it, even to its list of stockholders, in the position of the nationalized institution which it essentially is.

PLAINTIFF'S EXHIBIT No. 59.

A meeting of the Board of Directors was held at its office, No. 81 Fulton Street, New York City, on Thursday, June 19th, 1919, at 12 o'clock Noon.

Present: Messrs. DOUGLAS I. MCKAY
GEORGE J. CORBETT

The reading of the minutes of the last meeting was waived.

Mr. Ramsay Hoguet, Patent Counsel of the Company, presented and read a form of assignment from The Alien Property Custodian to The Chemical Foundation, Incorporated, covering 53 patents and 20 applications of letters patent in consideration of $3,650.

On motion duly made and seconded, the said assignment was approved, and the Treasurer was authorized to accept on behalf of The Foundation, delivery of the same, thereupon to pay over to The Alien Property Custodian as agreed, purchase price of said patents and applications for letters patent, the sum of $3,650.

Mr. Ramsay Hoguet, Patent Counsel of the Company then stated that the National Aniline and Chemical Company had offered to transfer to The Foundation its interests in certain letters patent, in consideration of a release, consideration to be fixed by the Board of Directors or Board of Trustees on hearing the facts.

On motion made and seconded, it was unanimously voted that the Vice-President and Secretary be authorized to execute and deliver to the National Aniline and Chemical Company a release in the form submitted by Mr. Hoguet and to accept from the National Aniline and Chemical Company an assignment of its interest

in said letters patent. Mr. Hoguet was also authorized to write the National Aniline and Chemical Company that the compensation in addition to the release should be promptly determined by the Board of Directors or Board of Trustees at its option.

On motion duly made and seconded, Mr. Frederick A. Morlock was duly elected Assistant Secretary of the Company.

The meeting thereupon adjourned.

(Sgd.) GEO. J. CORBETT,
Secretary.

PLAINTIFF'S EXHIBIT No. 60.

List of Preferred and Common Stockholders of The Chemical Foundation, Incorporated.

Note: Same as Exhibit "D" attached to bill of complaint and not reprinted. (See Record, Vol. I, page 108.)

PLAINTIFF'S EXHIBIT No. 61.

Voting Trust Agreement as to Stock of Chemical Foundation, Incorporated.

Note: Same as Exhibit "E" to bill of complaint and not reprinted here. (See Record, Vol. I, page 110.)

PLAINTIFF'S EXHIBIT No. 62.

A meeting of the Board of Directors was held at the office of The Corporation, No. 81 Fulton Street, New York City, New York, on November 20th, 1919, at 12:15 P. M.

Present: Messrs. Francis P. Garvan
Douglas I. McKay
George J. Corbett

Mr. Francis P. Garvan presided.

Mr. Francis P. Garvan expressed his regrets on having been unable to attend the two prior meetings of the Board of Directors held on the days of June 19th, 1919, and June 28th, 1919, but stated that he had acquainted himself with the doings of the Directors present at said meetings and that their doings met with his approval. The minutes of the said two prior meetings of June 19th, 1919 and June 28th, 1919, were read and on motion duly made, seconded and unanimously carried. The acts and resolves of the Directors present at said prior meetings of June 19th, 1919 and June 28th, 1919, were ratified, approved, confirmed and adopted in toto as the acts and resolves of all of the Directors of The Corporation.

Colonel McKay explained the situation regarding camphor patents which involves the claim of the Monsanto Chemical Company, that they acquired title to certain patents which The Chemical Foundation, Incorporated appears to have valid ownership of and it was decided that Mr. Hoguet should investigate to determine ownership of these patents and that The Chemical Foundation, Incorporated be guided by his findings in issuing licenses on these patents.

A temporary adjournment was taken at 1:15 P. M. and the meeting reconvened at 3 P. M.

The question of issuing a bi-monthly bulletin to subscribers, licensees of The Foundation, was discussed and it was unanimously decided to issue such bulletin, same to be in printed form and to cover chemical publications and translations from articles appearing in foreign publications.

There was discussed the advisability of forming

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an Advisory Committee to The Foundation. The plan was unanimously approved by the Board and the date of December 2nd, 1919, fixed for the meeting of subscribers to form this committee.

The question of the advisability of adopting regulations for non-restriction of licenses, or for restriction under stated circumstances, was brought up and it was unanimously decided by the Board that this question should be submitted at a later date to the proposed Advisory Committee.

The question of stimulating license applications was brought to the attention of the Board and it was decided that this matter should also be submitted at some later date to the proposed Advisory Committee but that for the present, attention should be given to infringement investigations and prosecution thereof.

Mr. Hoguet, Patent Counsel of The Foundation, reported concerning Federal Trade Commission licenses and he stated that the Commission was refusing the surrender of licenses previously granted, that this action restricts The Foundation from licensing these chemical manufacturers and consequently royalties accruing from the patents, are being paid to the Federal Trade Commission. The Board decided that since this matter is having the attention of Mr. Hoguet, there was no further specific action to be taken by the Board at this time.

Mr. Corbett thereupon reported subscriptions to stock being 133. The question of stock subscription was discussed and it was decided that at a later date the proposed Advisory Committee should be notified to study the best method to increase the number of stockholders of The Foundation and to submit to The Board a comprehensive plan for so doing.

There being no further business, the meeting thereupon adjourned.

(Sgd.) GEO. J. CORBETT,
Secretary.

PLAINTIFF'S EXHIBIT No. 63.

MINUTES

OF STOCKHOLDERS' MEETING OF THE CHEMICAL FOUNDATION, INC., HELD AT THE OFFICES OF THE CHEMICAL FOUNDATION, INC., 81 FULTON ST., NEW YORK, DECEMBER 2, 1919, AT 2.30 P. M.

The meeting was called to order by Col. D. I. McKay, Vice President of The Foundation, who made the following remarks:

"Gentlemen, if you will give me your attention, we will call the roll of subscribers and, as the name of each company is called we will appreciate it, if a representative is present, to say, 'Here,' and then give us his name. We will try and get through with the roll call in fifteen minutes."

The roll of subscribers was called, and the following companies were represented:

Ault & Wiborg,	Messrs. Wiborg and Holt.
Barrett & Co.,	Mr. Jayne.
Central Dyestuffs & Chem.,	Mr. Metz.
Consolidated Color & Chem.,	Mr. Metz.
John Campbell & Co.,	Mr. Whaley—Miss Simmons.
Dow Chemical,	Mr. Pardee.
Dye Products & Chemical,	Messrs. Simons and Lowenthal.
E. I. DuPont de Nemours,	Messrs. Harrington, Bolton and Patterson.
General Chemical,	Mr. Wigglesworth.
Grasselli Chemical,	Messrs. Grasselli and Cachman.
Heller & Merz,	Mr. A. Merz.

G. H. Morrill,	Mr. Anthony.
Merck & Co.,	Mr. Murray.
H. A. Metz Lab.,	Mr. Metz.
Monsanto Chemical Co.,	Mr. McCartney.
Merrimac Chemical Co.,	Mr. Howard.
Naugatuck Chemical,	Mr. Ballantyne.
Newport Chemical,	Mr. Lang.
National Aniline & Chem.,	Messrs. Baldwin, Kalish & Atherton.
Roessler & Hasslacher,	Mr. Rigney.
Union Carbide & Carbon,	Dr. Townsend.
Electric Boat Co.,	Mr. Dawson.
Aniline Dye and Chem.,	Mr. Fieldhouse.
Permutit Co.,	Mr. Norton.
Lindsay Light,	Mr. Sinai.
American Cellulose & Chem.,	Mr. Larkin.
Lehn & Fink,	Mr. Plaut.
American Chemical Society,	Dr. Herty.
National Ammonia,	Mr. Guernsey and Mr. Atwood.
Parke-Davis,	Mr. Smith.
C. E. Bischoff,	Mr. Kuhl.
Mallinckrodt Chemical,	Mr. Bary.
Zinsser & Co.,	Mr. Zinsser.
Eastern Drug Co.,	Mr. West.
Powers-Weightman & Rosengarten,	Mr. Rosengarten.
Kelly Springfield Co.,	Mr. Seaman.
Abbott Laboratories,	Dr. Abbott.
Peerless Color Co.,	Mr. Corneliuson.
Commercial Research,	Mr. Sutherland.
Winthrop C. Durfee,	Mr. Durfee.
Jos. Bancroft & Son,	Mr. Bancroft.
Upjohn & Co.,	Mr. Upjohn.
E. R. Squibb Sons,	Dr. Anderson.

Johnson & Johnson,	Dr. Kilmer.
F. E. Atteaux,	Mr. Atteaux.
Hercules Powder Co.,	Mr. Norman.
Irvington Smelting & Refining,	Mr. Barker.
Baker & Co., Inc.,	Mr. Colby.
American Platinum Works,	Mr. Englehart.
C. Engelhardt,	Mr. Newcomb.
Hanovia Chem.,	Mr. Robinson.
American Cotton Oil Co.,	Mr. Lamb.
Lonsdale Co.,	Mr. Langdon.
Rhodia Chemical Co.,	Mr. White.
General Bakelite,	Dr. Backeland.
Citro Chemical Co.,	Mr. White.
Borne-Scrymser,	Mr. Waring.
Mt. Hope Finishing,	Mr. Williams.
United Piece Dye Works,	Mr. Blum.
Heyden Chem. Co.,	Mr. Chamberlain.
Armour Fertilizer Works,	Mr. Riley.
Schieffelein & Co.,	Dr. Schiefflein.
John Lucas,	Mr. Gilmore.
E. C. Klipstein & Sons,	Mr. Klipstein and Major Sill.
R. H. Comey & Co.,	Mr. Parsons.

There were also present:

Douglas I. McKay, Vice President of The Chemical Foundation.

H. E. Bateman, Asst. to Vice Pres. The Chemical Foundation.

S. A. Tucker, Chief Chemist, The Chemical Foundation.

Joseph H. Choate, Jr., General Counsel, The Chemical Foundation.

Ramsay Hoguet, Patent Counsel, The Chemical Foundation.

E. T. Connelly, Manufacturing Chemists' Association.

Address by Colonel McKay:

Gentlemen: I have before me what purports to be a program of the meeting for the proceedings this afternoon. I am rising to the second item on that program entitled "Address by the Presiding Officer." I assure you that, when this program was arranged, it was confidently expected that Mr. Garvan could be here to address you. It is most unfortunate for you and for myself that government business prevents him being here today. If what I have to say may be dignified by the term "Address," I can at least assure you it will have the virtue of brevity. This Chemical Foundation belongs to you. After some months of operation, its officers say to you that it is a valuable property. As a valuable property, it is entitled to the care and attention that any valuable property should receive. It is entitled to that kind of care and attention that comes from the wise counsel of all those who are interested in it. The purpose of this meeting today is to arrange for the cooperation, the help, and the guidance of those of you who are the owners of this property. I shall take but one moment to describe the purposes of The Foundation and something of its organization. As you well know, The Foundation acquired the titled and ownership to the former German owned patents relating to the chemical industry. At the time of its formation, and in the by-laws of The Foundation, it was made mandatory that The Foundation should not sell its patents for the reason that the sale of patents would tend to create monopoly. For the same reason, The Foundation does not issue exclusive licenses. Another guiding principle of The Foundation is that its active administration shall be in the hands of people not financially interested in the conduct of its affairs. All very well. Now, we come to the time when The Foundation being ready to put off its swaddling clothes, the officers and directors of

The Foundation want to invite the fullest partnership from those whose experience can best contribute to the success of The Foundation. I promised to be brief. I am going to be. I have nothing more for this moment to say, except that we deeply appreciate the broad interest that is shown by this attendance this afternoon and, if there is one word of caution that will help us all, I think it will be that, as we rise to discuss the various matters that are put before us this afternoon, we all take especial pains to stick to the subject. There is enough of it to occupy quite a lot of our time and, where the attendance is so large, it will help all if we can stick strictly to the business before us.

I next want to lay before you a draft of a constitution for the creation of an Advisory Committee to The Chemical Foundation. When it is read in full, we would like to have a most complete discussion of its provisions. I am going to call on Mr. Connolly, if I may, who has been good enough to familiarize himself with the text, to step forward here and read this draft of constitution.

The draft of constitution (as per copy attached hereto) was read by Mr. Connelly.

Col. McKay:

Gentlemen, that completes the reading of the draft of the constitution. So that you may better understand the proceedings, I may say here we shall next take up a discussion of this proposed constitution. Following that, we should like to proceed to apportioning all the stockholders present to these several committees or sections that are to be organized. You will recall that the stockholders here represented are privileged to join one of these sections. We will then follow with a recess, during which we should like to have all the subscribers who took a particular section group themselves together. Following that, the proceedings

will then reconvene and we hope to then open the meeting to any propositions which may follow.

The meeting is prepared to discuss the draft of the constitution. May I suggest, possibly to expedite matters, that Mr. Connelly describe, possibly in other words, just what this constitution proposes.

Mr. Connelly:

The idea underlying the constitution is simply that the stockholders of The Chemical Foundation, Inc., shall be divided into various sections; for instance, those who manufacture heavy chemicals will be assigned to the heavy chemical section; those who manufacture dyes will be assigned to the dye section; and each section shall elect a committee of at least three persons to whom in general the various questions that affect the general chemicals for the General Chemical Section, or dyes for the Dye Section will be referred; that is, if it is necessary to make any investigation on that particular line of manufacture. Each section will have a committee chairman. The committee chairman will be a member of the Advisory Committee, and it is to this Advisory Committee that it is expected The Chemical Foundation will refer the various practical questions that may come up from time to time and on which The Foundation wishes the advice of the manufacturers. If there are any questions, I shall be glad to answer them.

Mr. Howard, Merrimac Chemical Co.:

Mr. President, in order to bring the matter before us, I would move the adoption of the constitution and by-laws. This motion was seconded.

Col. McKay:

It has been moved and seconded that this proposed constitution be adopted. Is there any discussion?

Dr. Anderson, E. R. Squibb:

You spoke of investigations by these various sections and committees. What type of investigation do you have in mind? Investigations of technical matters or administrative?

Mr. Connelly:

I think Mr. Howard can answer that.

Mr. Howard:

Some of the proper questions that would come up before such a committee are as follows: There has been some criticism among certain of the licensees of The Foundation as to the form of license. The Advisory Committee would try to work out a form to recommend to the Board of Directors that would be satisfactory to the stockholders and licensees, and Mr. Garvan has stated that such recommendations would undoubtedly be likely to be followed. Of course, we cannot make a statement in advance that, irrespective of what they would be, they would be followed, but that would be one of the questions that would come up. Another question of great importance is the question of to whom licenses would be granted; whether licenses should be granted to any bona fide manufacturer who comes along and wants one, or whether The Chemical Foundation should try to decide when a sufficient number of licenses had been granted for any one patent. There is a very broad question that The Chemical Foundation wants to know the feeling of the stockholders about. There are two exceedingly important matters. Another very important matter is to assist in propaganda work looking toward the development of the patents that we have, and that is why this organization is developed along the lines that it is, to interest a large number of the stockholders actively in the matter. We have in The Chemical Foundation

some 4500 patents, and only a very small number of them at the present time are under license. Those patents are all being divided and classified, I understand, and the classified lists will be available soon, and those classified lists will be turned over to the particular section, and one of the duties of that section will be to try to interest and bring these to the attention of manufacturers of its section to get them to undertake the working of suitable processes in this country; in other words, to make the maximum use of the very valuable material which The Foundation possesses. Another point in the by-laws is that the voting is done by one vote only for each company. There has been a certain idea among the general public that because the DuPont Company and two or three other large companies underwrote this thing in the beginning that they have some sort of larger interest in the company as a result of that. Those who followed the thing closely, of course, know that that is not so, but these by-laws and constitution will emphasize the fact that the DuPont Company or any other company will have no more influence on the committee than any stockholder who holds a single share of stock. The whole purpose and method in which the by-laws are drawn up tend to make them as broad as possible to make every stockholder feel that he has exactly the same interest as every other stockholder. I would suggest, as a means of expediting the program this afternoon, if the stockholders approve of this, there ought to be the organization of these different groups and each group would be expected to elect at this time its chairman so as to create at once the Advisory Committee, and possibly a simple procedure would be to again read the thing through, and then let anyone stop at any point that he wishes to question.

Mr. Choate:

I think if you would read only the constitution of the committee and the sections we would have the bones of the thing.

Dr. Anderson:

In other words, that would be in regard to administrative questions.

Mr. Choate:

Before you begin, I would like to say one word about this. I was very glad indeed that this proposal was made and that the draft of this constitution was prepared by some of your number. I want to say that it was not prepared by the officers of The Foundation. The Foundation owns a great number of patents, some of which must be of great potential value, and The Foundation not only wants your guidance as to how it may best use the patents which are now useful but also how it may bring into use those which ought to be used and which would also furnish a valuable asset to your industry. For that reason, I think the constitution offers a very valuable mechanism. I hope something of the sort will be adopted.

Mr. Baldwin, National Aniline:

It seems to me this is far too important a matter to be disposed of this afternoon after one reading. I don't think we have been able to absorb it at all.

Col. McKay:

Would you find some use in our going over this, section by section, with the suggested interruptions?

Mr. Baldwin:

It occurred to me that we might adopt the constitution simply as a matter of procedure at this meeting. We might have this on a basis of discussion, but I

don't think it ought to be adopted without an opportunity being given to everybody to read it over.

Col. McKay:

It can be amended by the Advisory Committee.

Dr. Anderson:

I really can see no use in putting off the ratification of the constitution. I would suggest that if anybody has any special point to raise to raise it. If not, let us have a vote on it.

Col. McKay:

Has anyone any special point to raise on the constitution?

Mr. Durfee:

I would like to have the sections read.

Mr. Connelly reread the portion of the draft of constitution relating to the organization of sections.

Mr. Durfee:

May I ask the question: the section applied to textiles, would that include people whose main business is supplying materials, but are not manufacturers of materials?

Mr. Choate:

They can go in whatever section they would like under this constitution. It would be their own option.

Mr. Zinsser, Zinsser & Co.:

I disapprove of two sections, one dyestuffs and the second, medicinals. To me the division of these two is very unfortunate, and it should be one section.

Mr. Choate:

With the consent of the directors of The Chemical Foundation, they can belong to two, and I imagine

that consent would not be refused unless there would be some particular reason.

Mr. C. W. Abbott, Chicago:

We are not well acquainted with each other. I suggest, sir, that when a gentleman addresses the chair and rises to speak he give his name and his firm so that we can hear it provided he is not ashamed of it.

Voice:

Will you be good enough to identify yourself?

Mr. Choate:

I will say for Dr. Abbott that he gave his name quite loudly, but in this direction.

Col. McKay:

Are there any further points to be raised?

Mr. Plaut, Lehn & Fink:

I would like to ask, I believe at present the purpose is to have the President of the Foundation appoint five members. If so, I wonder if it would not be as well to have those elected by all the stockholders.

Col. McKay:

It is open for any suggestions.

Mr. Plaut:

Personally, I feel they ought to be elected by the stockholders.

Mr. Robinson, Hanovia Chemical Co.:

I would like to suggest that in that classification there is no field for metals or metallurgical industries. That seems to be important.

Col. McKay:

We have, I think, considered it and have decided that there are not sufficient stockholders, to be iden-

tified with metallurgical industries, but there is nothing to prevent an amendment of this proposed draft to include another section.

Mr. Robinson:

What classification would you suggest that they would best fit into under that scheme?

Col. McKay:

I can't make the suggestion.

Mr. Baldwin, National Aniline & Chemical Co.:

I move the adoption of the constitution as a rule of procedure for the meeting only.

Col. McKay:

Any discussion on that amendment? Has that been seconded?

The motion was seconded.

Gentlemen, it has been moved that we proceed to adopt this constitution as procedure for this meeting only.

Mr. Howard:

Mr. President, I think a good many stockholders here have come from considerable distance and given up a great deal of time for this matter. I for one have come from some little distance. I know others have come from a great distance. I see no useful purpose in delaying the matter. I believe we can take this matter up section by section with plenty of time to go over it this afternoon. I hope the motion won't proceed because it isn't a complicated thing.

Mr. Cashman, Grasselli Chemical Co.:

I should like to endorse what Mr. Howard has said. I have come from a considerable distance, and I hope the motion will not succeed. We cannot know or say that this is something which is perfect, but it is at least

a mechanism by which this Foundation can get on the way of doing something useful. There is a provision by which it can be amended by a meeting of the stockholders. I hope that at this splendid gathering this afternoon the constitution will be passed.

Col. McKay:

Motion by Mr. Baldwin, National Aniline, that the proposed constitution be adopted at this meeting for plan of procedure only.

Not carried.

Mr. Plaut, Lehn & Fink:

Mr. President, I would like to put in an amendment that the five members be elected by the stockholders and not appointed by the president.

Dr. Anderson:

I think this motion is something that ought to be up to the officers of The Chemical Foundation. I see no reason for the stockholders electing these members. I can see reasons why the officers of The Foundation should select them.

Col. McKay:

Motion by Mr. Plaut of Lehn & Fink that the five members proposed be elected by the stockholders of The Foundation.

Not carried.

Mr. Robinson of Hanovia Chemical Co.:

Chairman, I move an amendment to the other list of sections that a section for the metallurgical industry be included.

Col. McKay:

Any discussion?

Mr. Howard:

Mr. President, it seems to me that, as there is interest shown in having a special metallurgical section, it would be wise to create such a section now and, if there are not enough in it, the men who make the motion and second it get additional stockholders to make a good section.

Col. McKay:

It may be out of order, but the chair will very cordially endorse that idea.

Motion by Mr. Robinson of Hanovia Chemical that there be created an additional section known as a Metallurgical Section.

Carried.

Mr. Rigney, Roessler & Hasslacher:

I move that an amendment be adopted permitting each of the stockholders to join two sections without consent of the Board of Directors.

Col. McKay:

The motion is by Mr. Rigney of Roessler & Hasslacher that each subscriber be permitted to join two sections instead of one. As the constitution now reads each subscriber may join one of the five sections that has been provided and can become a member of two or more provided his membership in those additional sections is approved by the President or Directors of The Chemical Foundation. Any discussion on that motion?

Mr. Jayne, Barrett Co.:

I would like to know the reason for that amendment.

Mr. Rigney:

A large number of chemical manufacturers are interested in more than one line, and they would like to

know what is going on in the sections that represent those particular lines. I don't think that it is fair that a large company should be restricted to one section, provided his business covers more than one line.

Mr. Howard:

The idea was taken from the organization of the Textile Alliance where we had sections in a similar way, and it was always a matter that any member who wanted to join two, three, or four sections, if his business included those sections, would be allowed to do so, but if he simply wanted to get into some other section because he wanted to be in there to know what was going on when he had no real business in that section he wouldn't be granted the opportunity to do it. It was assumed that in the beginning they would elect the proper section. If he wants to go into three sections and was manufacturing articles that were concerned with these three sections, we cannot conceive of his not being allowed to do so under the present wording. I would suggest that the article be read again.

Col. McKay:

Will Mr. Connelly please read the article under consideration.

Mr. Connelly again read the article in regard to Organization of Sections, also mentioning the fifth section which had been added called Metallurgical.

Col. McKay:

Any further discussion?

Mr. Wigglesworth:

This subject has been given considerable consideration by many of us, but nothing like what it will get and have to get. The fact has been realized that The Chemical Foundation has been occupied with preliminary work and has not organized and functioned

along the lines that we chemical people would like to see it function. We have discussed it at various meetings of The Manufacturing Chemists Association, and I think at the Dyes Institute it has been discussed. I don't think any of us think that the scheme will exactly fit. I think we all feel that it has been sufficiently tried in time of war through the Chemical Alliance to render it certain that it will serve to enable us to organize under the technical lines that are required. Chemical industry is so widely diversified that it is a difficult thing to map out just the representation that you require, but broad representation has been given here and every subscriber has the same rights whether he has one hundred dollars or one hundred thousand dollars, he has equal power by his vote. I think it is desirable that we act upon the resolution which has been made and seconded and at least get to work since it gives the opportunity of hearing from everybody and providing the mechanism that will make use of every patent The Chemical Foundation owns.

Dr. Abbott:

If I may be permitted another moment. I have the honor of belonging to the largest medical association in the world. We are divided into sections. The experience is that one man may belong to one section. That doesn't mean that he can't come in and enjoy deliberations of any section should he care to do so. He belongs to that section for voting purposes only, and I warn you gentlemen if you depart from what your proposed constitution has given you will get into hot water before you have gone very far.

Col. McKay:

We have a motion by Mr. Rigney of Roessler & Hasslacher that, instead of membership in one section, stockholders shall be privileged to have membership

in two sections. I presume, Mr. Rigney, that membership in a third section will be provided for as in the draft.

Not carried.

Mr. Howard:

It occurs to me that there should be one other section and that is a miscellaneous section in which we are liable to have men who do not belong to any of the other sections and would not properly go into them. I would therefore make a motion that we add another section to be called a Miscellaneous Section, or Unclassified Section, whichever you want to call it.

To be called Unclassified Section. Motion Seconded.

Col. McKay:

We have motion before us by Mr. Howard for a sixth section to be called Unclassified Section. Carried.

Col. McKay:

We now proceed to vote upon the draft and these amendments. Carried.

Col. McKay:

Gentlemen, our program now provides the apportioning of stockholders in sections.

We will read from the list of those present and ask the representatives to choose one of the sections to which they wish to be identified. Is there any doubt as to the names of sections? If so, we will ask Mr. Connelly to read them again.

Mr. Connelly read the names of the six sections as follows:

1. Dyes and Intermediates.
2. Pharmaceuticals and Medicinal Chemicals.

3. General Chemicals and Fertilizers.
4. Textiles, including Dyers and Finishers.
5. Metallurgical.
6. Unclassified.

Col. McKay:

I think if we call the roll and each one gives the number of the section he wishes to join, that will be the easiest way.

The roll was called and the members present were classified as follows:

SECTION 1.

Ault & Wiborg
Barrett & Co.
Central Dyestuffs & Chem.
Consolidated Color & Chem.
John Campbell & Co.
Dow Chemical
Dye Products & Chem.
E. I. DuPont de Nemours
Grasselli Chemical
Heller & Merz
G. H. Morrill
Naugatuck Chemical
Newport Chemical
National Aniline
Lindsay Light
American Chemical Society
G. Bischoff
Zinsser & Co.
Peerless Color Co.
F. E. Atteaux
E. C. Klipstein Sons

SECTION 2.

Merck & Co.
H. A. Metz Lab.

Monsanto Chemical
Lehn & Fink
Parke Davis
Mallinckrodt Chemical
Powers Weightman & Rosengarten
Abbott Laboratories
Upjohn & Co.
E. R. Squibb Sons
Johnson & Johnson
Rhodia Chemical Co.
Citro Chemical Co.
Heyden Chemical Co.
Schieffelein & Co.

SECTION 3.

General Chemical
Merrimac Chemical
Roessler & Hasslacher
Union Carbide & Carbon
National Ammonia
Hercules Powder Co.
Armour Fertilizer Works

SECTION 4.

Winthrop C. Durfee
Jos. Bancroft Sons
Lonsdale Co.
Mt. Hope Finishing
United Piece Dye Works
R. H. Comey & Co.

SECTION 5.

Electric Boat Co.
Irvington Smelt. & Ref.
Baker & Co. Inc.
Amer. Platinum Works
C. Englehardt
Hanovia Chemical

SECTION 6.

Aniline Dye & Chemical
Permutit Co.
American Cellulose & Chemical
Eastern Drug
Kelly Springfield Co.
Commercial Research
American Cotton Oil
Borne-Scyrmser
John Lucas
General Bakelite Co.

The different sections met in separate rooms.

Col. McKay:

The chair declares a recess. 3.50 P. M.

The meeting was reconvened at 4.15 P. M.

Col. McKay:

Is section 1 ready to report?

Motion made and seconded that committee be increased to seven and that the names nominated be elected to Section Committee with power to elect two more members.

Col. McKay:

Gentlemen, to save some of our time, it has been suggested that we proceed with a general meeting. Section No. 1 is still deliberating.

Is Section 2 ready to make a report?

Section 2:

We have five to represent us.

Oscar Smith of Parke Davis & Co.
Dr. Kilmer of Johnson & Johnson.
Dr. Anderson of Squibb & Co.

Mr. Murray of Merck & Co.
Dr. W. J. Schiefflein of Schiefflein & Co.
Dr. Schiefflein, Chairman.

Section 3:

The committee has seven menbers, Mr. President. They have elected myself, Mr. Rigney of Roessler & Hasslacher as Chairman.

Col. McKay:

Are you going to proceed to select committeemen at a later time?

Mr. Rigney:

If it is permissible, we desire to do so. We feel that, in view of the small representation present, it would be unfair to that section to select a committee at this time.

Section 4:

There were only four members present and we elected as a temporary chairman, Mr. Blum of the United Piece Dye Works. Mr. Blum asked me to announce to the committee because of the few men present and our desire to bring in more of the finishers and dyers he wished to get time to get the other members and then elect a permanent chairman later on. Mr. Blum considers himself a temporary chairman.

Section 5:

There were five members present and we have elected three as a committee:

Mr. E. A. Colby, Baker & Co.
Mr. F. W. Robinson, Hanovia Chemical Co.
Mr. Thomas C. Dawson, Electric Boat Co.
Mr. Dawson, Chairman.

Section 6:

There were nine representatives present. The following were elected as a committee:

Mr. K. B. Lamp, American Cotton Oil Co.
Mr. J. C. Gilmore of John Lucas.
Mr. S. S. Norton, Permutit Co.
Mr. Norton, Chairman.

Col. McKay:

Section 1 not yet ready to report.

Gentlemen: The afternoon papers carry the President's message to Congress. Among the very important and emphatic items in his message is a strong recommendation to Congress that the dye industry be given special support and protection.

Applause.

I am going to ask Mr. Choate to say a word or two on what becomes of the patents now owned by The Chemical Foundation upon the signing of the peace treaty.

Mr. Choate:

Perhaps Mr. Hoguet can answer that.

Mr. Hoguet:

The Peace Treaty confirms the title to the patents, if ratified in its present form, in a very sweeping and final manner.

Mr. Howard:

Supposing that Congress in two weeks or so should declare this country at peace with Germany. What will become then of the patents?

Mr. Choate:

One man's goods is as good as another, but the transfer is an accomplished fact. The courts will have the natural tendency to sustain war measures, so even

if the proposition were open and the argument would be equal on either side I think the action of the Alien Property Custodian would be sustained. I think the case is a good deal stronger than that. I should expect to see the transfer sustained at any event. I think the difficulties that Congress would get into by declaring that a state of peace existed without any treaty would be so great that I cannot conceive of their doing it.

Dr. Schiefflein:

Mr. Chairman, I would like to ask a question. How many subscribers are there, and would it not strengthen The Foundation if there were a great many more?

Col. McKay:

At the present time, there are 139 subscribers. Most of these subscribers are in the amount of $1000. There are a few who have subscribed in the amount of $500. There is no reason that the officers and directors can see why there should not be at least 500 subscribers. Certainly such a batch of subscribers would be far more representative of the work which The Foundation has undertaken. I wish, if you will sir, that you will tell us how to promote subscriptions to the stock of The Foundation. My own thought has been that with this large number present and with your direct interest in the work of this Foundation we got, say, only three subscribers among those whom each of you know, we would then have a very broad and representative business. I would like Dr. Schiefflein to speak on that subject.

Mr. Abbott:

I will guarantee three.

Dr. Schiefflein:

The lesson we have learned through the war is

to apportion the burden among everybody throughout the country. I understand you would rather have 1000 subscribers at $500, than 500 subscribers at $1000. I will agree to get three at $500.

Col. McKay:

Is Dr. Abbott in the room?

Dr. Abbott:

There was once a body of men gathered together and those of you who remember your histories will recall that same body said the only way to resume is to resume. The only way to get these subscribers is to go out and get them, and with the ammunition that you have in your possession, which is a list of this association and a record of those present today, it is very easy for you to raise those subscribers right on this floor. The Abbott Laboratories will raise its subscription from $500. to $1000., and do its level best and I think guarantee to bring in two members.

Mr. Choate:

You understand there is no financial difficulty here. What we want is representation.

Dr. Abbott:

You have my representation.

Dr. Backeland:

The situation here in the United States has been handled in a very different way than it has ever been handled in the past. I foresaw the difficulties when it came about to confiscate the patents, and I wondered how that difficulty could be overcome when finally some of those minds thought of The Foundation. I made up my mind it was one of the most remarkable inventions ever made. It is totally different from anything attempted in England or in France. The per-

sonnel of the men identified with this organization, the people at the head of it, are all of value and confidence. I cannot imagine that there is any chemical manufacturer who wouldn't become a member. I believe now is the time to clearly and concisely put before everybody in the United States who is interested in the growth and success of chemical enterprises that they ought to become a member. What the gentlemen who proceeded me have said seems to be the experience of everyone of us. I was astounded to find several firms who represent good Americans whose names were not mentioned. I believe if you will furnish us with several sets of the literature telling the purposes and the names of the people present, and also tell them of the well attended meeting of today, I think that before a couple of weeks we should have a full list of subscribers.

Mr. Wigglesworth:

I understand that The Chemical Foundation shows evidence of self support and of carrying out research work. If the chair can give us some idea of retiring stock I think it would aid everybody in securing additional subscribers.

Col. McKay:

Mr. Wigglesworth, to discuss this matter in its entirety would take the rest of the afternoon. Our situation financially is entirely different. As Mr. Choate pointed out, it is not important that additional subscriptions be secured to finance the organization. It is solely important to get a larger and more representative body behind The Foundation and behind what it is trying to do. It is, however, true that, in spite of the expenses of organization and getting started, even of acquiring patents, The Foundation is commencing to be self supporting. It would be entirely so and directly so were

it in immediate receipt of the license fees that accrue on account of licenses previously issued by The Federal Trade Commission. I take it that you all understand that, where those licenses had issued, the royalties that accrue under them do not come directly into our hands. By far, the most lucrative patents of the moment are those, the worth of which was appreciated at the earliest time, and which were accordingly licensed by The Federal Trade Commission. Were we in receipt of the income that accrued from those licenses we would be far more than self supporting. Until it does come into hand, I can say it is the policy of the officers of The Foundation to proceed rather cautiously regarding many things, such as research, that we would like to be actively engaged in right now.

Col. McKay:

I want to hear a word from Mr. Atherton on the subject of stock subscriptions.

Mr. Atherton:

Mr. Chairman, I think someone a little more familiar with the details of the organization could speak on it better than I could. I think it is a subject we are all interested in, and the National will do its share bringing in members. I think we can bring in three, and all I can do is to offer our support to this movement, which I should say is bound to be successful.

Mr. Jayne:

Perhaps the members who are not represented here would like to join those sections. Is it the intention of The Foundation to circularize them?

Col. McKay:

I may say, Mr. Jayne, that we will do that.

Mr. Robinson:

Now that we have our section on Metallurgy——

Col. McKay:

I was of the impression, Mr. Robinson, that electro metallurgical processes went in somewhere else.

Dr. Tucker:

May I say that they go into several different cases. We have a number of heavy chemicals and we have a good many metallurgical. We have some on fine chemicals, organic compounds, and so on.

Mr. Robinson:

I was speaking of the electro metallurgy. We want to get some more of the metallurgical men in the country. I noticed a number of representative firms not on the list. It would help us if we could have a list of those metallurgical patents as soon as possible.

Col. McKay:

Dr. Tucker, will you see that those are furnished Mr. Robinson.

Col. McKay:

I am waiting for the report on Section 1.

Section 1.

The chairman is James T. Pardee of The Dow Chemical Co.

Col. McKay:

That completes the program, and, unless there is some further discussion, we will entertain a motion to adjourn.

Dr. Anderson:

I would like to make the suggestion with reference to this question of increasing the membership of the number of stockholders, and would suggest that it

might be desirable to have the chairman of these advisory committees constitute a committee on membership and, under those conditions inaugurate a commission to secure stockholders.

Mr. Atteaux:

I think it would be wise of the Advisory Board to appoint a membership committee. If a membership committee has got this work to do they will do it. If they are members of a number of different sections it may not be done. I don't think there ought to be any question but that we could get a thousand members. Mr. Choate answered a question that I was going to ask in regard to what was going to become of the patents after the peace treaty was signed. I know at least a dozen people who I talked to in regard to this matter. The universal question has been what is going to become of the patents after peace is declared. With this assurance, I have no doubt it will be a very easy matter to secure membership. I can assure you of three, even if the courts decide against it, because at least we know each other and can co-operate with each other. I think it would be wise to appoint a membership committee. I don't say that because I want to get on the committee because I am going to leave you in a few weeks for a few months.

Mr. Jayne:

It seems to me that the way we handle it as in The Chemical Alliance, where you have a sectional chairman. The men in that particular group has a special membership committee. The section chairmen are in better position to do that than anyone else.

Mr. Hoguet:

Mr. Atteaux has brought up a point which seems to be of interest to a good number of people. Let me

tell you for the purpose of telling your friends that everything that could possibly be done has been done to secure these titles. You must bear in mind that the title to the patents which The Foundation owns are in exactly the same situation as the title to five hundred million dollars worth of other property that the Alien Property Custodian has sold to American citizens. It isn't conceivable in my mind that legislation would upset the sale of half a billion dollars worth of property. Why should it be any more conceivable that the title to these patents, which are simply personal property the same as the stocks of these corporations, are, should be upset?

The other point is the question of how soon subscribers shall be repaid. That depends entirely on the success of our Foundation in issuing licenses. As Col. McKay said, if we could be in immediate receipt of the royalties which are accruing all the time by reason of the licenses issued by The Federal Trade Commission, we would be on Easy Street. The difficulty is that up the present time we have been unable to pursuade the Federal Trade Commission to accept surrender of those licenses. If every member of this association who has a license from the Federal Trade Commission and who wishes to exchange his license for one from The Foundation would insist on an immediate surrender from the Federal Trade Commission, it would go a long way to solving that problem. These license fees that are accruing by reason of the Federal Trade Commission licenses would aggregate $40,000. a year. That figure is well below the actual amount. They amount to a good deal more than $40,000. a year, which we will eventually get by suit under Section 10 of the Trading with the Enemy Act after the war is over, but the point is we don't get them now and we should get them. They also are holding up the issuance of li-

censes by The Chemical Foundation for dye patents as, for instance, vat dyes that are being developed by some of the manufacturers here. If the vat dyes get into production in this country, those who are familiar with the situation tell me that on the basis of 5%, assuming the quantity produced will be the same as before the war, we should be assured an income of $200,000. a year or more in royalties on that class of patents alone. That leaves out of consideration all these other patents, metallurgical, electro chemical, heavy chemicals, and so on, some of which have already been licensed at a favorable rate. We are here primarily not to make money, and all The Foundation wants is its fair share of the profit that a licensee makes by operating under the patent. In every case, the directors of The Foundation have fixed the royalty by negotiation with the prospective licensee. The licensee comes in here and together we arrive at what is a fair share of the profit for The Foundation to claim. In some cases he has made more than he expected and the royalty has been raised. In others, we had a case today, where we had to cut it in half because he had met with so much competition he was not making much money. We want to be in a position to go before the Senate Committee on the Dye Licensing Bill which comes up shortly and say that we represent 500 concerns and not 139. Our strength will be more than five times as great if we represent 500 concerns than if we represent 139.

Voice: May I ask if all the licensees are stockholders?

Col. McKay:

No sir, but there are very few exceptions, and I think they have all expressed their willingness to become stockholders.

Dr. Herty:

May I have one word in regard to this question of membership and that is the importance of getting it quickly. I think it is the moral effect of this organization, and I think of that in connection with the conversation which I had a short time ago with the heads of six German chemical concerns, and I know that they are very deeply worried about this movement in America, and I think it will be all the stronger and they will be worried all the more, the more American concerns are connected with it, and they are going to be up against a solid body of men in this country.

Dr. Abbott:

Mr. Chairman, The Abbott Laboratories are working under some patents licensed to them by The Federal Trade Commission. When this organization was formed, it was a question with us whether we could try to secure the privilege of transfer to this association or continue as we were. If you will permit me, gentlemen, I will speak very frankly. We were seriously in doubt. As I take it, there is a scrap on between the two organizations, one I have mentioned, The Federal Trade Commission, and this Chemical Foundation. Now, I take it that The Chemical Foundation will be strengthened if the peace treaty is signed. What if the peace treaty is not signed? Second, you have asked us to use our influence to secure to this association the royalties coming from the license fees paid to the other organization. What is this association, represented by our Vice President, going to do with the surplus money that it gets? Is it going back to subscribers, or is it going to be used for a Rockefeller Institution?

Mr. Choate:

That's one of the things you are here to tell us. That's what the Advisory Committee is for. We are

bound to spend such surplus in the promotion of research. You are here to tell us how we can best use such funds.

Dr. Abbott:

The Abbott Laboratories is very well satisfied on that point. It wants to knows its status as represented in the status of this Foundation if the peace treaty is not signed. I should be very pleased to have it answered.

Mr. Hoguet:

Your position will be exactly what it would be if the treaty was not signed. The peace treaty simply ratifies the act which the best legal authorities in this country agree is a perfectly proper and valid one anyway.

Mr. Choate:

All these sales which were made by the Alien Property Custodian were made to purchasers who are spending millions on them. Those purchasers got the best lawyers they could to pass on the title. They would never have spent their millions not knowing whether the title they purchased was good. You needn't worry about that. You have a license from the Federal Trade Commission. The validity and value of that depends on the validity and value of the act under which the Federal Trade Commission was acting. You may get a license from The Chemical Foundation. The validity of that depends upon the title of The Chemical Foundation to the patents. As the Chemical Foundation owns the patents, it can license you on any terms it sees fit and you see fit to accept.

Dr. Abbott:

The Abbott Laboratories feels it is very well advised. We are advised by such representative attorneys to go slow in disturbing our present relations and re-establishing ourself. Once, a man bought a horse and later discovered the horse was blind. He went to the man who sold him the horse and said, "Why didn't you tell me the horse was blind?" He replied, "The man who sold him to me didn't tell me about it, and I thought it was confidential." We want to go ahead. We are interested in the thing that you represent, and we will be very happy to see it grow to the possibility of living, and that is great, but we all want to know where we are going to stand and where we do stand.

Mr. Hoguet:

Dr. Abbott, I had hoped that we wouldn't have to discuss that matter because I discussed it with all the licensees.

Dr. Abbott: (Interrupting) Is it confidential?

Mr. Hoguet:

No, it is not confidential in the least. I am sorry to have to refer to the issue between this organization and the Federal Trade Commission. I will answer your question directly. The act provides that the Federal Trade Commission, or rather, the nominee of the President, may issue licenses under certain restrictions; that within a year after the termination of the war, the owner of the patent may bring a suit to recover the royalty paid under those patents. Consequently, The Chemical Foundation succeeds to those rights. However, the act is silent as to whether the court when suit is brought will rewrite the license in favor of the then owner of the patent, but it seems it must because the then owner of the patent would bring another suit within a year and recover additional royalties. The

only question now is whether The Chemical Foundation will be obliged to get its royalties through the circuitous route of bringing suit under Section 10 of the Act, or whether it will get them directly from its licensees. It will get them in any event, but we want them now.

Col. McKay:

Now, that we are all in agreement, and since it is five o'clock, the motion to adjourn will be in order.

The meeting was adjourned at 5 P. M., with a vote of thanks to the officers of The Chemical Foundation for calling this meeting.

TAK.

PLAINTIFF'S EXHIBIT No. 64.

Constitution and By-Laws of Chemical Foundation, Incorporated.

Note: Same as Exhibit "F" to bill of complaint and not reprinted here. (See Record, Vol. I, page 118.)

PLAINTIFF'S EXHIBIT No. 65.

COPY

February 28th, 1919.

Mr. H. E. Danner, Treas.,
American Dyes Institute,
320 Broadway,
New York City.

Dear Sir:

I submit to you herewith report of work done in connection with abstracting, reporting and demanding

patents from February 5th to February 25th inclusive, together with statement of expenditures hereto attached, Schedule "B" with receipts attached being the amounts paid, and Schedule "C" the amounts due.

From February 5th to the 23rd inclusive, I had abstracted 3520 patents. Of this number 330 were found to be American owned, and 99 to be owned by Neutrals or Allies. Three thousand and eighty-six were found to be owned by persons, firms or corporations in Germany or Austria, for which reports and demands were prepared at the expense of the Institute, with the exception of stamping the report and trust number on each, which is now being done at the Alien Property Custodian's office. In addition to this number 423 of the Badische patents previously reported were added. A summary of the patents abstracted is hereto attached, and marked Schedule "A."

I employed Mr. E. T. Brandenburg as Chief Abstractor with authority to employ other abstractors, one shift for day work and another shift for night work, the patent office being open by special permission nights, Sundays and Holidays for this work. I authorized Mr. Brandenburg to pay for the abstracting at the rate of $25.00 a day for day work, and $4.00 an hour for night and Sunday work, this being the same rates paid by Mr. Hoguet for similar work during the last two months.

I considered the appointment of Mr. Brandenburg as Chief Abstractor absolutely necessary in that it was a physical impossibility for me to personally stay in the patent office day and night, and at the same time direct the clerical work of four offices. I agree to pay Mr. Brandenburg $50.00 a day, as he worked both day and night, and I used his office as a main office for myself and typists.

The Alien Property Custodian's office supplied me with filing cases and folders, carbon paper, paper clips, memorandum pads, and one typewriter. The Dye Institute was charged with only such supplies as were not available from the Alien Property Custodian's Office, such as rental of typewriters, printing of reports, etc.

The printing bill seems to me to be rather high, and I am enclosing you herewith copy of my letter to Mr. Barrows relative to same, which is self-explanatory.

Bill for typewriting is higher than I had expected because I did not realize the enormous amount of work involved, but considering that four sheets were necessary (original and duplicate) for every patent report made, and ten sheets were necessary for every demand written (original and four duplicates), it required a great deal of time, in fact about as much time in arranging and separating carbons and copies as in actual typewriting. Am enclosing blank copies of forms used.

I had from twenty-twenty-five stenographers in addition to the two brought down by Mr. Barrows from New York, and found it necessary to use four offices for the report and demand writing.

Good typists are very hard to get in Washington, as those few who have been released by the government departments have been immediately transferred to other departments. I had several whose advertisements I answered to refuse temporary work, and the typewriter companies could not supply me with typists. Therefore, I had to make it attractive for those I employed, most of whom were "off on sick leave" (?) from several departments, everyone of whom were experts, and Mr. Barrows, who understands from first-hand knowledge the scarcity of typists, agreed with

me that $1.00 an hour for day work, and $1.50 an hour for night, Sunday and holiday work, was the best we could do under the circumstances, this being the smallest rate charged by public stenographers, and I could not use public stenographers with any degree of success because they would not work more than a few hours a day in order that they might continue the work of their regular customers.

It was necessary that an attorney be in charge of each of the four offices in order to interpret abstractors' reports of doubtful cases, and see that the checking and verifying was carefully done, and otherwise manage the force. This work was done by Mr. Everett from Mr. Hoguet's office, Mr. F. E. Haynes of Washington, M. C. D. Shreve of Wash. and myself in charge of the main office, Mr. Shreve using his own office and typewriters. Mr. Everett's services were loaned by Mr. Hoguet. The only expense to the Dye Institute was his hotel and traveling expenses. I agreed to pay Mr. Shreve $3.00 an hour for his time, and Mr. Haynes $2.00 an hour, Mr. Haynes being a younger man, and with less experience, and not using his own office and typewriters.

I have $16.14 left in bank, and owe $1891.04 as itemized in Schedule "C" attached. Please send me a check for $2000.00 to cover the amounts due, and to pay for the abstracting of 87 additional patents as follows: 20 Licenses by the Federal Trade Commission not heretofore included, 46 Cassella Co. patents, 17 Badische Co. patents, and four others. Mr. Hoguet having directed me this week to include the foregoing. I will remit to you whatever balance I have after paying for the foregoing.

I expect to move back to the Alien Property Custodian's office tomorrow, and the typewriting in con-

nection with these reports and demands will be done by my stenographer there.

I trust that the foregoing report contains all the information you desire at present, but if not, I shall be very glad to go into further details of any branch of the work.

The expense is about twice as much as I thought it would be, but more than twice as much work has been done than I expected to do, as Mr. Hoguet, as well as other officers of the Alien Property Custodian's office, expected that 2000 patents, including the 423 Badische patents, would be about as many as it would be possible to abstract and report, but every single person engaged in this work has worked to the maximum of human endurance from nine o'clock in the morning until twelve and one every night, and though we may have made a few mistakes, I consider that such mistakes were inevitable on account of the enormous amounts of work involved, and the rush in which it was done.

Very truly yours,

W. T. GORDON,
For Bureau of Investigation.

WTG/JL.
Copy to Mr. Ramsay Hoguet.

SCHEDULE A.

Total number patents & applications abstracted.	3515
American & Neutral owned	429
Wholly or partially enemy owned	3086
Badische Co. patents previously reported	423
Total on Sales List	3509

SCHEDULE B.

Paid by Check No.		NAME	AMOUNT
2-10-19	1	E. T. Brandenburg	$446.00
2-11-19	2	Underwood Typewriter Co.	3.50
2-15-19	3	Miss Josephine Lavinder	78.00
2-16-19	4	C. D. Shreve	129.00
2-15-19	5	Miss Edna P. Swanson	33.00
2-15-19	6	Miss Greta Hazelhurst	51.00
2-17-19	X	Notes Auction House	8.00
2-17-19	9	E. T. Brandenburg	1695.25
2-18-19	10	H. F. Clark, Jr.	28.65
2-18-19	11	Webster Electric Co.	2.50
2-18-19	12	Rebuilt Typewriter Co.	2.50
2-19-19	13	Underwood Typewriter Co.	8.00
2-24-19	14	Ringgold Hart, Notary Fees for 169 reports	42.25
2-24-19	15	Jas. T. Wood	200.00
2-25-19	16	Horace F. Clark	11.65
2-24-19	17	Mrs. R. H. Cromwell	81.25
2-24-19	18	Miss Louise Faber	91.50
2-24-19	19	Miss Leona Faber	87.75
2-27-19	20	Mrs. B. B. Thompson	97.06
2-27-19	21	P. E. Everett	38.00
2-27-19	22	Miss Edna L. Fox	150.00
2-26-19	23	Miss Josephine Lavinder	37.50
2-26-19	24	Miss Greta Hazelhurst	30.00
2-26-19	25	Miss Irma B. Rhodes	69.50
2-26-19	26	Miss Edna P. Swanson	63.00
2-26-19	27	Miss Dorothy V. Aplin	251.00
2-26-19	28	E. T. Brandenburg	633.25
2-28-19	29	Miss Pauline Cauthen	54.75
2-28-19	30	Miss Ruth Stewart	26.25
2-28-19	31	Miss Mary L. Morgan	33.75
			4483.86

Receipts showing foregoing hereto attached.

SCHEDULE C.

Amounts Due.

C. D. Shreve & two typists, day, night & Sunday work	$585.00
F. E. Haynes, night & Sunday work	124.00
E. T. Brandenburg & 5 abstractors	947.00
Bal. on printing bill	228.04
Underwood Typewriter Co.	7.00
	$1891.04

PLAINTIFF'S EXHIBIT No. 66.

DU PONT
Established 1802
E. I. DU PONT DE NEMOURS & COMPANY
Wilmington, Delaware
Dyestuffs Sales Department

February 6th, 1919.
File 2975.

Mr. Will T. Gordon,
For the Director,
Bureau of Investigation,
Alien Property Custodian,
16th & P Sts., N. W.,
Washington, D. C.

Dear Sir:—

I am in receipt of your letter of the 3rd instant also the draft for $500.00 which I have duly paid and will turn in to the Institute.

Please note for the sake of order, to in the future draw upon the American Dyes Institute, 320 Broadway, New York. Kindly advise Mr. H. E. Danner the Treasurer a few days in advance of your intentions, so that he may be prepared to meet the obligations as they come along. It would be well if you could give

him an estimate of your needs several weeks ahead, however, this is a matter I leave you to arrange with Mr. Danner. If he has any further suggestions to offer he will write to you.

Yours very truly,

(Sgd.) M. R. POUCHER,
Chairman, Committee Am. Dyes Institute.

MRP:S.

PLAINTIFF'S EXHIBIT No. 67.

February 10, 1919.

Mr. H. E. Danner, Treas.,
American Dyes Institute,
320 Broadway,
New York City.

Dear Sir:—

I am enclosing you copy of letter from Mr. M. R. Poucher, Chairman Committee American Dyes Institute, which is self-explanatory.

Mr. Ramsay Hoguet was here last week, and instructed me that our work must be completed in much less time than we at first contemplated. In accordance with his instructions I am working a corp of abstractors day and night, and made arrangements for the Patent Office to be open for them Sundays. I hope to complete the abstracting by next Sunday or Monday.

I shall draw on you for $2000.00, which please arrange to meet in time for me to make disbursements Saturday, February 15th. The $500.00 sent me by Mr. Poucher was not sufficient to pay for last week's work in full, but I hope to make the $2000.00 cover the entire balance of expense, provided I can finish by next Sunday.

I am keeping record of disbursements made to each attorney or clerk employed by the hour or day as the case may be, and will submit proper receipts to you.

Very truly yours,
WILL T. GORDON,
For Bureau of Investigation.

WTG/JL.

PLAINTIFF'S EXHIBIT No. 68.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets, N. W.
WASHINGTON, D. C.

RAMSAY HOGUET
149 Broadway
New York City

New York, February 16, 1919.

Mr. Will T. Gordon,
Bureau of Investigation,
Office Alien Property Custodian,
Sixteenth & P Streets, N. W.,
Washington, D. C.

Dear Mr. Gordon:

In making your demands for chemical patents address the demands to anybody you may know who has custody or control of the patents in the United States. I think it will be unnecessary to put in the last attorney of record in each case, but if you happen to know of anybody who has control the demands should be addressed to him. For instance, in the case of Meister, Lucius & Bruning the demand should be addressed to Herman A. Metz; in the case of Casella to National Aniline Chemical Company; in the case of Badische, to Bauff & Warland or Kuttroff, Pickhardt & Company, Inc.

I am asking Mr. Choate to send you a list of the recognized agents in this country, of the principal German firms.

Yours very truly,

(Sgd.) RAMSAY HOGUET,
Bureau of Investigation.

RH:P.

Bureau of Investigation.
Received Feb. 17, 1919.

PLAINTIFF'S EXHIBIT No. 69.

AMERICAN DYES INSTITUTE
320 Broadway,
New York

An Association of dye-stuff manufacturers in the United States

February 19th, 1919.

Mr. Will T. Gordon,
For the Director,
Bureau of Investigation,
Alien Property Custodian,
16th & P. Sts., N. W.,
Washington, D. C.

Dear Sir:

As per the request of Mr. Poucher and Mr. Hoguet, I am sending you herewith check for $2000.00, to be used in connection with expenses incident to the searching of titles.

Very truly yours,

(Sgd.) H. E. DANNER,
Secretary.

HED:IF.
ENCLOSURE.

PLAINTIFF'S EXHIBIT No. 70.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets, N. W.
WASHINGTON, D. C.

RAMSAY HOGUET
149 Broadway
New York City

New York, February 25, 1919.

Mr. Will T. Gordon,
916 Washington Loan & Trust Building,
Washington, D. C.

Dear Mr. Gordon:

I enclose herewith a letter received from the Nitrate Division. Will you please see whether all of the patents and applications listed in this letter have been demanded.

Some of these patents may be included in the demand intended to be issued for the patents in which the Norsk-Hydro Company was interested and I have therefore asked Captain Swenarton to advise me whether title searches have been made to definitely ascertain the title of each of the patents. You might call him on the 'phone and ask him whether the list contained in his letter was made as the result of a title search or not. If a title search has been made and the title is at present in the Badische Company, please issue a demand immediately for all of the patents not included in demands made by us heretofore.

Yours very truly,

(Sgd.) RAMSAY HOGUET.

RH:P.

PLAINTIFF'S EXHIBIT No. 70-A.

Copy

War Department
Office of the Chief of Ordnance
Nitrate Division

108570

Washington, February 19, 1919.

Mr. Ramsay Hoguet,
Office Alien Property Custodian,
149 Broadway, New York City.

Subject: Assignment of Enemy-Owned Patents.

Sir:

By direction of the Chief of Ordnance, your letter of February 18, 1919, file 108328, is acknowledged, and you are informed that the following is a list of the patents referred to in the letter in this Section of Feb. 14th, 107759.

It might be stated, however, that the aforesaid list has been prepared on the assumption that the consideration required from the War Department would be nominal, as in the case of the wireless patents transferred to the Navy Department. Otherwise, owing to the possible invalidity of certain of these patents, this Division would hesitate to proceed with the acquisition of the same.

971501	to F. Haber and R. le Rossignol	Sept.	27, 1910
1006206	" " "	Oct.	17, 1911
1202995	" " "	Oct.	31, 1916
1053951, 2	" C. Bosch and A. Mittasch	Feb.	18, 1913
1068966, 7, 8	Bosch, Mittasch, Wolf & Stern	July	29, 1913
1083585	C. Bosch and A. Mittasch	Jan.	6, 1914
1089185	" "	Mar.	3, 1914
1094194	" "	Apr.	21, 1914
1118628	" "	Nov.	24, 1914
1128843	" "	Feb.	16, 1915
1158167	" "	Oct.	26, 1915
1225755	" "	May	15, 1917
1244580	" "	Oct.	30, 1917
1148570	to (F. Stern) Bosch/, A. Mittasch & H. Wolfe	Aug.	3, 1915

	1152930	Stern, A. Mittasch & H. Wolfe		Sept.	7, 1915
	1149510	" " " & F. Haber		Aug.	10, 1915
Ap.	10627	" & C. Beck		Feb.	25, 1913
	1207706	" " " "		Dec.	12, 1916
	1207707	" " " "		"	" "
	1207708	" " " "			"
	1211394	" " " "		Jan.	9, 1917
	1075085	" " & Lappe		Oct.	7, 1913
Ap.	720412	C. Bosch		Sept.	14, 1912
Ap.	818087	"		Feb.	11, 1914
	1086130	"		Feb.	3, 1914
	1102716	"		July	7, 1914
	1188530	to C. Bosch		June	27, 1916
	1243382	"		Oct.	16, 1917
	1077034	"		Oct.	28, 1913
	1261900	"		April	9, 1918
	1113096	" & W. Wild		Oct.	6, 1914
	1113097	" "		Oct.	6, 1914
	1113776	" "		Nov.	3, 1914
	1126371	" "		Jan.	26, 1915
	1133087	" "		Mar.	23, 1915
	1157669	" "		Oct.	26, 1915
	1200805	" "		Oct.	10, 1916
	1094182	to H. Wölfe		Apr.	21, 1914
	1128804	" Mittasch & C. Schneider		Feb.	16, 1915
	1196101	" W. Gaus		Aug.	29, 1916
	1207968	" Wm. Meiser & C. Krauch		Dec.	12, 1916

Of all the above patents and applications, all are assigned to the Badische Anilin and Soda Fabrik of Ludwigs-hafen-am-Rhine, Germany. The following patent is not owned by the Badische Anilin and Soda Fabrik, but was issued in the name of Wilhelm Ostwald, a German national of Leipzig, Germany.

858904 July 2, 1907

This Division is particularly interested in acquiring rights under this patent.

According to advices received from Major Holcombe, you are expected in Washington the latter part of this week, and it is hoped that a conference may be had at that time concerning this and related matters.

Ap.=Pending application.

W. H. SWENARTON,
Capt., Ord. Dept. U. S. A.

PLAINTIFF'S EXHIBIT No. 71.

A. P. C. 197

In Replying Address Only
THE ALIEN PROPERTY CUSTODIAN
And Refer to No.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets, N. W.
Washington, D. C.

RAMSAY HOGUET
149 Broadway
New York City

New York, February 26, 1919.

Mr. Will T. Gordon,
916 Washington Loan & Trust Building,
Washington, D. C.

Dear Mr. Gordon:

I noticed in looking over the demands that you have used the second sheet for *patents* in demanding *applications*. The application form should request the Commissioner of Patents to issue patents upon the application to the Alien Property Custodian and these demands will therefore have to be revised. I thought I sent you a form for applications with the set of forms, but in case I did not do so, I send you a copy herewith.

Now that Mr. Polk has signed the executive order, there is no necessity for the extreme hurry which has obtained heretofore.

Yours very truly,
(Sgd.) RAMSAY HOGUET.

RH:P.

PLAINTIFF'S EXHIBIT No. 72.

PENNIE, DAVIS, MARVIN AND EDMONDS
Counsellors at Law
35 Nassau Street

John C. Pennie
William H. Davis
Arba B. Marvin
Dean S. Edmonds

L. W. Rosenthal
F. E. Barrows
W. B. Morton
Walter J. Gill, Jr.
G. J. Hesselman
F. D. Hardesty
Merton W. Sage
H. McCarteney

Washington Offices
Pennie, Goldsborough & O'Neill
Washington, D. C.

New York Cable Address
Penangold, New York
Western Union Code

Telephone 1127 Rector

GC
69

New York
March 4, 1919.

W. T. Gordon, Esq.
Bureau of Investigation
Alien Property Custodian
Washington, D. C.

My dear Mr. Gordon:

We have made a typewritten copy of the patents of our card index which we compiled at the time we turned the patents over to you. We intended to keep a complete record of all these patents, so that this list would represent all the patents we had forwarded to you for further investigation.

I do not know whether this list may have any interest to you, but I am enclosing a copy herewith, in case it does.

Have you any idea how long it will be before your complete sale list of patents will be available, so that we can ascertain just which patents the new corporation will acquire? I assume, in due course, this list will be published, but am wondering whether it will be available before that time.

You may be interested to know that Mr. Pennie has been selected as legal adviser of the President at

the Peace Conference, regarding patent matters, and that he is sailing for Europe next Saturday.

Very sincerely yours,

(Sgd.) F. E. BARROWS.

PLAINTIFF'S EXHIBIT No. 73.

PENNIE, DAVIS, MARVIN AND EDMONDS
Counsellors at Law
35 Nassau Street

John C. Pennie
William H. Davis
Arba B. Marvin
Dean S. Edmonds

L. W. Rosenthal
F. E. Barrows
W. B. Morton
Walter J. Gill, Jr.
G. J. Hesselman
F. D. Hardesty
Merton W. Sage
H. McCarteney

Washington Offices
Pennie, Goldsborough & O'Neill
Washington, D. C.

New York Cable Address
Penangold, New York
Western Union Code

Telephone 1127 Rector

GC
69

New York
March 4, 1919.

W. T. Gordon, Esq.
Bureau of Investigation
Alien Property Custodian
Washington, D. C.

My dear Mr. Gordon:

I have your letter of February 28th, which I found awaiting me after a few days out of town. Mr. Wood's bill which you enclose seems rather high, and it seems to me it would be proper to ask him whether he could revise his figures to a more reasonable sum, as you suggest. At the same time, the work was rush work, and promptly done, so that I am not disposed to be over-critical about it. I have a feeling that some of the larger printing establishments there in Washington would probably have charged a much larger price for the same work, done under the same conditions.

Accordingly, if Mr. Wood is not disposed to reduce the amount of his charge, I would recommend paying the bill and ending the matter without further controversy. As I understand it, Mr. Wood had to buy all of the paper for the various copies, so that the paper alone represented a very substantial disbursement on his part; so that the actual amount of the printing itself would be correspondingly reduced.

Speaking more generally about the whole investigation, it seems to me it was made under such high pressure and the urgency of getting the matter completed regardless of the expense involved was such as to justify anything within reason to accomplish this end, and, moreover, it seems to me there is occasion for a great deal of satisfaction all around in having brought the matter to such a satisfactory consummation within the allotted time.

I am particularly glad to know that your own strenuous endeavors have at last eased up so that you are able again to get your "beauty sleep."

I found some of that delicious sausage meat waiting for me upon my return to New York, and there was sufficient so that we continued to enjoy it for several days.

With kindest personal regards to Mrs. Gordon and yourself, I remain

Very sincerely yours,

(Sgd.) F. E. BARROWS.

PLAINTIFF'S EXHIBIT No. 74.

March 6, 1919.

Mr. F. E. Barrows,
Attorney and Counsellor-at-law,
35 Nassau St.,
New York City.

My dear Mr. Barrows:

I am in receipt of your letters of March 4th and enclosure with patents submitted me for abstracting, for which please accept my thanks. This list will save me unnecessary checking in my office.

The following schedule shows the total number of patents and applications abstracted, and those eliminated from this list. We have a numerical card index of 3509 patents from which we made the sales sheets, and I would gladly send you a copy of this sales list but for the fact that I need several more copies than I have for several departments of the Alien Property Custodian's office. However, I will be glad to advise you whether or not any particular patents you may have in mind are included in this list.

Mr. Hoguet asked me how sure we were of having one hundred per cent. of the enemy owned patents relating to chemistry or its allied industries. I told him that the Federal Trade List was followed as a basis for ordering these patents, and in addition to this an assignee search was conducted at your direction to determine all patents standing of record in the name of the principal German companies.

Please let me know if there is anything I may add to this statement as you directed entirely this branch of work.

With kindest personal regards, I am,

(Sgd.) WILL T. GORDON,
For Bureau of Investigation.

WTG/JL.

PLAINTIFF'S EXHIBIT No. 75.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets, N. W.
WASHINGTON, D. C.

RAMSAY HOGUET,
149 Broadway, New York.

New York, March 7, 1919.

Mr. Will T. Gordon,
916 Washington Loan & Trust Building,
Washington, D. C.

Dear Mr. Gordon:

I am sending you herewith a list numerically arranged, of patents sent you by Mr. Squair and Mr. Barrows which you may use in checking against the demands sent to the Patent Office.

Yours very truly,

(Sgd.) RAMSAY HOGUET.

RH:P.

PLAINTIFF'S EXHIBIT No. 76.

PENNIE, DAVIS, MARVIN AND EDMONDS
Counsellors at Law
35 Nassau Street
New York.

March 10, 1919.

Will T. Gordon, Esq.,
Bureau of Investigation
Alien Property Custodian
Washington, D. C.

Dear Mr. Gordon:

Replying to your letter of March 6th, and to your inquiry as to how sure we are of having 100%

of the enemy owned patents relating to chemistry or allied industries, I would say that we had probably included from 90 to 95% of them and that the additional 5 or 10% would be developed upon a further checking up and investigation of the various classes.

I have just talked the matter over with Mr. Hoguet on the telephone, and he thinks that a supplemental investigation of this kind might better await the completion of the transfer of the patents included in the present sales lists.

From Schedule A, accompanying your letter, I note that 3,515 patents were abstracted in addition to the 423 Badische patents, making 3,938 patents in all. According to our list there were between 4,200 and 4,300 patents which were selected and turned over to you. I suppose ultimately this list can be checked up to see whether any of the patents were mislaid or went astray, in their passage through the hands of the various individuals working upon them.

I assume you have included in Schedule A the patents which had been otherwise reported to the Bureau of Investigation so that abstracting was not necessary, although if these had been omitted, it might account for the apparent discrepancy in number between our total and yours.

Very truly yours,
(Sgd.) F. E. BARROWS.

PLAINTIFF'S EXHIBIT No. 77.

March 11, 1919.

Mr. Ramsay Hoguet,
Singer Building,
New York City.

Dear Mr. Hoguet:

The list submitted me by Mr. Barrows contains 4273 patent numbers. Our sales list now shows 3757

patents, 38 of which are not on the list submitted by Mr. Barrows. I have reduced the eliminated list of American and Neutral owned to 355, and have on my desk now 17 doubtful cases. The foregoing accounts for 4091 of the patents on Barrows' list.

I am having one of my stenographers copy the name, date and title of the 168 patents on Barrows' list, of which I have no record of ever having received for abstracting.

After carefully checking the list compiled by Mr. Shepherd at the direction of Mr. Barrows, which was made from an assignee search of the principal German Chemical Companies, I find 30 patents we had not included in our list. This will make about 200 additional patents to be abstracted.

We also have on the sales list, not included in the foregoing figures, 217 applications which were furnished us by the Examiners of the several divisions in the patent office.

Yours very truly,

WILL T. GORDON,

For Bureau of Investigation.

WTG/JL.

PLAINTIFF'S EXHIBIT No. 78.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets NW.
Washington, D. C.

March 13, 1919.

Mr. H. E. Danner, Treas.,
American Dyes Institute,
320 Broadway,
New York City.

Dear Sir:

I am enclosing you herewith copy of my letter of February 28th, which evidently you did not receive with the receipts submitted. Since this matter was

written I have added between three and four hundred patents to the total number on the sales list, some of which were for the time being omitted on account of being doubtful cases, and about fifty or seventy-five subsequently *abstracted*, reported and demanded.

Further checking developed that about two hundred more patents should be abstracted, reported and demanded, and added to the list. This number will carry the total well over four thousand.

Schedule "C" attached to my letter of February 28th shows expenditures up to that date, and subsequent to that time I have had abstracting and stenographic work done amounting to about $125.00 to $150.00, and the two hundred patents above referred to to be abstracted and reported will cost around $300.00, so I suggest that you send me a check for $2350.00 to cover the expenses set out in Schedule "C," together with the work to be done.

Mr. Hoguet is here today, and it is his direction that the 200 additional patents should be abstracted, reported and demanded.

Very truly yours,
(Sgd.) WILL T. GORDON.

WTG/JL.

PLAINTIFF'S EXHIBIT No. 79.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets, N. W.,
Washington, D. C.

RAMSAY HOGUET
149 Broadway,
New York City.

New York, March 15, 1919.

Mr. Will T. Gordon,
916 Washington Loan & Trust Bldg.,
Washington, D. C.

Dear Mr. Gordon:

I have yours of the 14th. Confirming my telephone conversation with you today, I have spoken to

Mr. Garvan and Mr. Horne of the necessity of getting more rapid action in the Patent Division and they have promised to issue orders whereby the matter will be expedited.

I trust that you and Mr. Goldstein will be able to co-operate a little more in this matter as it not only produces a situation which may become embarrassing through the omission of some of the patents, but it is also likely to result in considerable delay.

I am writing Mr. Goldstein today as per enclosed copy.

Upon consideration of the matter of the fees for recording The Chemical Foundation demands, I shall try to arrange Monday to have a fund deposited either by the Alien Property Custodian or by The Chemical Foundation, as I do not think that we should be called upon to advance fees which will aggregate over three thousand dollars. Our not making a deposit for a day will not delay matters, as you can continue to get demands through the Patent Division of the Alien Property Custodian's office and serve them upon the Commissioner of Patents even though they are not recorded on the day of service.

The following patents have been called to my attention and I would like you to be sure that they are included in the list:

	No. 1,083,903
Schmidt	1,216,612 (Badische)
"	1,089,797
"	1,191,480 (Badische)
"	1,278,229 (Badische)
Chemische fav. v. Schering	1,075,171
Schaller	1,256,929
"	1,256,930

and application Seria1 No. 804,744, Schmidt. (Badische.)

Dr. Samuel A. Tucker, now a major in the Army attached to the Chemical Warfare Division, whose address is 1827 S Street, N. W., Washington, D. C., has been appointed chemist for the Foundation and will shortly commence work in the classification of the patents. I have suggested to him that the general lines of the Office classification might be the best to follow and he may need some assistance in the preliminary stages of the work. I have told him that you have a file of copies of the demands, reports and patents which he might use. Please place all of your facilities at his disposal.

Yours very truly,
(Sgd.) RAMSAY HOGUET.

RH:P
1 enclosure.

PLAINTIFF'S EXHIBIT No. 80.

March 15, 1919.

Mr. Ramsay Hoguet,
Singer Building,
New York City.

Dear Mr. Hoguet:

I am enclosing you a list of Trade Marks found to be registered by enemies. This represents two days work of Mr. Everett, and a little over a day for Miss Fox, today's work not being included in the list, and I would judge the task is about ten per cent. completed.

Please blue-pencil such registrations as you think would not be necessary to demand, and advise whether or not in your opinion the title search should be made on those we report.

Yours very truly,
WILL T. GORDON,
For Bureau of Investigation.

WTG/JL.

PLAINTIFF'S EXHIBIT No. 81.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets NW.,
Washington, D. C.

RAMSAY HOGUET
149 Broadway
New York City.

New York, March 29, 1919.

Mr. Will T. Gordon,
916 Washington Loan & Trust Bldg.,
Washington, D. C.
Dear Mr. Gordon:

I have yours of the twenty-eighth. I do not know that it is worth while trying to do anything with Mr. Mulvey about this matter. We will need his good will, not only now, but afterwards if we find it necessary to make changes in the list, etc. You might say to him that I considered the bill rather high, but I think you had better not insist on a reduction. I return the bill herewith.

Yours very truly,
(Sgd.) RAMSAY HOGUET.

RH:P.

PLAINTIFF'S EXHIBIT No. 82.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets NW.
Washington, D. C.

Bureau of Investigation
Francis P. Garvan
Director

March 28, 1919.

Mr. Ramsay Hoguet,
Singer Building,
New York City.
Dear Mr. Hoguet:—

I am enclosing you herewith statement submitted

by Mr. Mulvey yesterday afternoon for night and Sunday work for himself and two assistants in checking the sales list. You will probably remember that you were here Thursday, the 20th, which was the first day the patent office employees started to work, and authorized the night work in order to rush the checking of the sales list, but I had no idea at the time that it would aggregate $281.00, which is about 7¢ apiece for checking demands and the sales list.

I talked to Mr. Mulvey for about fifteen minutes to try and get him to reduce his time to a figure less than $4.00 an hour, as such clerical work should not in my opinion be paid for at the rate of pay for abstracting.

However, he insisted that it was very tedious work, and the further excuse that he had not been paid for some work done last fall, and did not feel like reducing the charge.

I suggest that you write me a sharp letter of criticism on this bill which I will submit to him, and see if I cannot save about $50.00 of the expense.

I am afraid I under-estimated the amount of money I would need to finish the entire expense, as I find I owe the abstractors for the last three hundred

or so patents abstracted	$260.00
Mulvey's bill enclosed	281.00
balance printing bill	150.00
Mrs. Thompson	100.00

Shreve for verifying and four typists for night and Sunday work here will run probably to $150.00 so you had better make my check $900.00 instead of $750.00, which with the $100.00 you will return for Mr. Everts I am sure will be enough with probably $50.00 to $100.00 balance.

I do not see any necessity for further night work unless we should start into a new field, as I am now

writing the cards for the sales sheets for trade-marks which will be finished this week.

Yours very truly,

(Sgd.) WILL T. GORDON,
For Bureau of Investigation.

WTG/JL.

PLAINTIFF'S EXHIBIT No. 83.

SUBSCRIPTION

The Chemical Foundation, Inc.,
Care of Central Union Trust Co.,
80 Broadway,
N. Y.

I,
We, hereby subscribe for eight (8) shares of the 6% non-voting cumulative preferred stock, and for two (2) shares of the common stock of The Chemical Foundation, Incorporated and we enclose herewith my / our check for one thousand dollars ($1,000) being payment in full for the same at par.

In case of the acceptance of this subscription and in consideration thereof I / we hereby transfer to Otto T. Bannard, George L. Ingraham, Cleveland H. Dodge, B. Howell Griswold, Jr., and Ralph Stone as trustees under a certain trust agreement dated , 1919, between the said Trustees and Francis P. Garvan, Douglas I. McKay, and George J. Corbett, any and all rights conferred upon me by such subscription to receive such shares or parts of shares of common

us We
stock as may be allotted to me thereunder. here-
I
by authorize you to issue to and in the names of the said Trustees as such Trustees the certificates for the said common stock, and to deliver the said certificate to the said Trustees for deposit under the said Trust
me
Agreement, and to deliver to in place of said cer-
us
tificates for common stock, trust certificates representing the same issued by the said Trustees.

This subscription is made subject to previous allotment and sale by you, and for the stock and voting trust certificates, when, as and if issued. It is distinctly understood and agreed that no interest is to be allowed on the payment made herewith.

I
hereby further agree that you may reject this
We
subscription in whole or in part, allot less of either class of stock, or of trust certificates, that the amount hereby applied for, and close your subscription books at any time in your discretion without notice.

.....

PLAINTIFF'S EXHIBIT No. 84.

WAR DEPARTMENT
Office of the Assistant Secretary
Washington, D. C.
Munitions Patents Board

November 10, 1918.

Ramsay Hoguet, Esq.,
149 Broadway,
New York City.

Dear Sir:

1. I have your letter of November 13th. It has been suggested by the Patents Section of the Federal Trade Commission that it might be desirable for the War Department to take out licenses under enemy owned patents where the question of infringement is likely to be raised after the war, particularly in cases where the rights have been infringed by contractors for the Government and the Government has agreed to hold the contractors harmless.

2. I am to take this matter up with Mr. Wardman of the Patents Section of the Federal Trade Commission and may have occasion to write you again on the subject.

Very truly yours,

THOMAS EWING,
Chairman.

TE;kse
Room 237
State, War & Navy Bldg.

PLAINTIFF'S EXHIBIT No. 85.

April 23, 1919.

MEMORANDUM OF CONFERENCE BETWEEN HON. THOMAS EWING, CHAIRMAN OF THE MUNITIONS PATENTS BOARD, AND MAJOR A. M. HOLCOMBE, LT. S. H. GRAVES, OF THE ORDNANCE DEPARTMENT, AND MR. RAMSAY HOGUET, PATENT COUNSEL TO THE ALIEN PROPERTY CUSTODIAN, AT 160 BROADWAY, NEW YORK CITY, APRIL 22, 1919.

The following papers were submitted to Mr. Ewing in advance of the conference for his information:

Captain Swenarton's letter of April 16, 1919, to Lt. Graves,

Major Holcombe's letter to Mr. Dorr, April 18, 1919,

Mr. Dorr's reply thereto, April 18, 1919,

Lt. Graves's 1st Ind. on Capt. Swenarton's letter,

Letter from Col. Hoguet to Major Holcombe, April 21, 1919.

Mr. Ewing stated that, in the absence of some express provision of the Peace Treaty, it is his opinion that the Alien Property Custodian cannot dispossess Germans of their rights under U. S. patents except by a bona fide sale conformable to the provisions of the Federal Trading with the Enemy Act. Mr. Ewing stated that no transfer to a bureau of the Government or to a corporation organized by officers of the Government for the purpose of holding title for the benefit of the Government would be conformable to that Act. In order that a sale may be conformable to the Act, it must appear that the price was approved by disinterested persons competent to judge of the value of the patents, and that the price must represent a fair value.

Mr. Ewing stated that he sees no reason why the United States should acquire full title to enemy-owned patents, as it is only interested in extinguishing such liability as it may be under. In some cases it may be desirable to procure a license, in order to continue manufacture for the future, particularly with reference to patents which relate exclusively to war materials and have little commercial value. As to the greater number of enemy-owned patents, the commercial value is probably greater than the military value, and the effect of the United States acquiring title to such patents would be, principally, to release private concerns from liability for past infringement and future use. Mr. Ewing thinks there is no reason why the United States should assume to protect private concerns, and that it is preferable to leave such concerns to look out for themselves.

Mr. Ewing seemed inclined to favor the War Department's taking advantage of any provisions which may have been or may be put into the Peace Treaty authorizing the Alien Property Custodian to dispossess Germans of their patent property; although he stated it to be his personal opinion that it would be bad policy to put a provision in the Peace Treaty authorizing such action. His view is that the War Department should keep clear of the matter, and that the Alien Property Custodian should assume the entire responsibility for whatever action is taken.

Mr. Hoguet stated that the Alien Property Custodian has no particular interest, one way or the other, in the disposition made of German-owned patents of interest to the War Department. He stated, further, that the Chemical Foundation had no desire to take over patents generally outside of those relating to chemical matters, but that it would take over other patents if the War Department or the Navy Depart-

ment should urge it strongly to do so. He stated that the directors had not adopted any policy with reference to licensing the United States, although it is expected that a free license will be given to the United States, but not to contractors manufacturing for the United States.

Mr. Hoguet further stated that he would await a request from the War Department before taking further action with reference to patents already seized relating to war inventions.

Major Holcombe requested Mr. Ewing to formulate his ideas in a communication which can be presented to the Secretary of War along with the other papers bearing on the matter, for consideration, in order that some policy may be adopted with reference to the disposition to be made of enemy-owned patents relating to war materials.

The organization of a corporation similar to the Chemical Foundation for the purpose of taking over munitions patents and other patents non-chemical in nature of interest to the War Department was not discussed in detail, because of Mr. Ewing's opinion that a transfer to such a corporation would (if controlled by the War Department) be open to the same objections as a transfer to the War Department itself.

A. M. HOLCOMBE,
Major, Ord. U. S. A.

AMH:LJL

PLAINTIFF'S EXHIBIT No. 86.

WAR DEPARTMENT
OFFICE OF THE CHIEF OF ORDNANCE
Washington

February 7, 1919.

In replying refer to No. 106768

From: Chief of Ordnance,
To: The Assistant Secretary of War,
Director of Munitions.
M. P. B. 0728 (Enemy-owned).

Subject: Enemy Owned Patents pertaining to Munitions.

1. This office has unofficial information to the effect that there have been recent sales to citizens and corporations by the Alien Property Custodian of enemy owned patents—especially a number relating to chemical processes, some of which are more or less directly involved in the production of munitions of war.

2. This office is not informed as to whether or not the right of the United States Government to the use, direct or indirect, of these patents so sold has been in any way reserved and protected. If not, it is conceivable that the needs of the United States Government for munitions of war may be in the position of being satisfied only after payment, directly or indirectly, of unduly high royalties for processes now being purchased at reasonable rates from the Alien Property Custodian.

3. Furthermore, it is conceivable that private parties, or corporations, now purchasing enemy patents at reasonable rates might through the control of an industry, or particular process thus obtained, so restrict the development of that industry or process and so control it that in time of need the United States

would find inadequate commercial facilities existing for that particular essential of war preparation, and, having no direct rights under the patents, the Government would be handicapped and embarrassed at least in any efforts to develop in its own works facilities for meeting that particular need.

4. It is regarded as most essential that for adequate preparation for any future possibilities, offensive or defensive, the United States Government should assure itself that adequate facilities and experience for all processes required to produce the raw materials and the finished products of war uses be developed either by a sufficient purely commercial development supported by commercial profits, or by some coordination between industrial organizations and government agencies, or by direct governmental research development and manufacture.

5. To this end, and having in mind not alone generally the many processes essential to the materials and appliances coming under the head of munitions of war, but having in mind particularly those processes which are embraced under the terms "fixation of nitrogen" and "concentration of nitric acid," etc., and which are essential to the deliverance of this country from its dependence upon outside sources for the prime essential of war munitions, nitric acid—I would most seriously recommend that a formal request be made upon the Alien Property Custodian to safeguard these military interests of the Unitel States as respects all enemy owned patents affected.

6. It would seem desirable even that effort be made in the case of patents already sold which may bear upon especially the fixation of nitrogen, or the concentration of nitric acid, to secure free license to the United States Government to use at its own works, or to have used in private works for its direct military needs, all such patents, and even if that be not feasible,

to assure that hereafter all sales of enemy patents made by the Alien Property Custodian shall be made subject to an explicit proviso that the United States shall have unrestricted license to use the processes or apparatus covered by the patents, either directly in its own works, or indirectly in the works of others for the purposes of the United States Government.

(Sgd.) C. C. WILLIAMS,
Major General,
Chief of Ordnance,
U. S. A.

PLAINTIFF'S EXHIBIT No. 87.

February 11, 1919.

The Alien Property Custodian,
16th & P Streets,
Washington, D. C.

Dear Sir:

1. I am requested by the Assistant Secretary of War to arrange for a conference with you with reference to the seizure and disposal of enemy owned patents, patent applications, and claims against the United States thereunder, in order to secure the protection of the interests of the United States in the same.

2. This matter has been discussed informally with Mr. Ramsay Hoguet of your office, who has given assurance that no sale of any enemy owned patents of any class relating to munitions or materials entering into the prosecution of the war will be made by you in advance of notice thereof to the War Department.

3. Mr. Hoguet suggested that the War Department prepare a list of all enemy owned patents under which claim might be made on account of any use of the inventions covered thereby by the United States.

However, in view of the large number of these patents, it is hardly feasible to make a sufficient investigation within the time available to prepare a complete list and it is feared that unless complete, the interests of the United States could not be adequately secured.

4. It is believed that whatever action can be taken with respect to any patents of the classes referred to should be taken with respect to all enemy owned patents. The amount of labor involved in investigating and determining what patents the Government will require protection against is much more than would be involved in drafting blanket terms of sale for all enemy owned patents whether relating to war materials or not for the purpose of insuring adequate protection to the United States therefrom. If the patents are of interest to the United States, it is certainly desirable to secure a release on account of past use and a license for the future; and if the patents are not of any interest to the United States, the purchaser under such a blanket agreement would not be prejudiced by the acceptance of the same.

5. Moreover, the separation of enemy owned patents into two classes, comprising in one class patents which relate to inventions used by the Government, and in other class patents which do not relate to inventions used by the Government, would provide a means of informing persons who might be disposed to make claims against the United States of the interest of the United States in such patents. Also, future development of inventions not at present of interest to the Department may result in a desire later on to acquire rights of manufacture and use which are not ascertainable at present. The furnishing of any information which might serve as the basis for a claim against the United States is contrary to the policy of the War Department.

6. The interest of the United States in patents owned by enemies, particularly Germans, is believed to be considerable on acount of the probable extensive use made of the inventions covered thereby during the war. The points referred to above are suggested merely as indicative of the problems which the sale of these patents present, and it is believed that a full discussion thereof should be had with a view to defining a policy and procedure whereby the interests of the United States may be safeguarded.

Respectfully,

A. M. HOLCOMBE,
Major, Ord. U. S. A.
War Department Representative
Munitions Patents Board.

PLAINTIFF'S EXHIBIT No. 88.

ALIEN PROPERTY CUSTODIAN
Memorandum from the Custodian

February 12, 1919.

To Mr. Hoguet:

I was favored with a visit today from Major A. M. Holcombe and two other patent attorneys in uniform from the Ordnance Department, who left with me a letter hereto attached. (Returned to A. M. P.)

I explained to them that we could not possibly sell patents at wholesale to the War Department, but if they would indicate the patents which were necessary for their purpose, we could do business in much the same way as we had with the Navy.

They did not, of course, know of my understanding with the Federal Trade Commission and the policy

of this office growing out of that understanding. They finally submitted this proposition:

That in selling patents, especially chemicals, dyes, etc., we should make it a condition of the sale that the purchaser would give a free license to the Government of the United States for its own use in the manufacture of the products covered by the patents, and would not make any claim for past or future infringements of which patents by the Government.

I told them you would give consideration to this proposal and that you would communicate with them in reference thereto. I further told Major Holcombe that you would be glad to see that they were given all information about all patents that were to be sold by us, so that they can take up each individual case with us at or before sale.

AMP

PLAINTIFF'S EXHIBIT No. 89.

MEMORANDUM OF CONFERENCE WITH MR. A. MITCHELL PALMER, ALIEN PROPERTY CUSTODIAN, FEBRUARY 12, 1919.

Pursuant to memorandum of February 7, 1919, from the Assistant Director of Munitions, the writer, Captain Dix and Captain Swenarton, of the Nitrate Division, Office of the Chief of Ordnance, called upon the Alien Property Custodian at his office, 16th & P Streets, N. W., Washington, D. C., with reference to safeguarding the interests of the United States from claims under enemy-owned patents, and particularly with reference to such patents as may be sold by the Alien Property Custodian in the performance of his duties.

A letter setting forth the views of the War Department was handed him at the interview. Copy of this letter is attached.

The Alien Property Custodian stated that he would be glad to sell to the War Department for a nominal sum any patents in which the War Department is interested, as has already been done in the case of certain wireless patents in which the Navy Department is interested; but that he did not propose to sell enemy-owned patents to American generally except in connection with the sale of enemy-owned businesses actually carried on in this country, or in special cases in which the patents dominate the control of an American industry.

He said that the matter of the patents was largely in the hands of Mr. Hoguet, and that he would be glad to have the War Department present to Mr. Hoguet for consideration a form of purchase agreement for use in disposing of patents to American purchasers which would safeguard the interests of the United States in so far as past use of inventions covered by enemy-owned patents is concerned. He did not look with favor upon requiring such purchasers to give the United States free licenses to use the invention in the future; but he stated that he would consider any recommendations which Mr. Hoguet might make in reference to this phase of the matter.

He stated, further, that it is proposed not to sell enemy-owned patents wholesale. It is not proposed to sell enemy-owned patents under which the Federal Trade Commission had granted licenses, without the approval of the Federal Trade Commission, and that his power under the Act of November 4, 1918, to seize enemy-owned patents generally was restricted by an understanding with the President which permitted him to seize only such enemy-owned patents as did not conflict with the exercise by the Federal Trade Commission of its concurrent powers.

A. M. HOLCOMBE,
Major, Ord. U. S. A.

PLAINTIFF'S EXHIBIT No. 90.

February 26, 1919.

Hon. Frank L. Polk,
Acting Secretary of State,
Washington, D. C.

Dear Frank:

I tried to see you this morning but was obliged to leave before you came in.

I enclose the Executive Order which I am anxious to have signed at once. I also enclose proof of my report on the chemical industry. If you will take a minute to read the last four pages of this report where I have marked "X," you will see the vital importance of this Executive Order. In a word, we propose to sell at private sale a large number of German-owned patents which were never used in this country, but which are of vital interest to the chemical industry. Sale will be made to a corporation which has been formed by all the dye and chemical manufacturers of the United States, a corporation which is really not for profit but for research and educational work, and which proposes to license these patents on reasonable terms to all applicants. It is a great idea and I am anxious to have it put across.

I would go to the President about it, but you know the situation at the White House, and I see no reason why you should not make the order. If you want to talk to me about it, I will come down any time you say.

Yours truly,
(Sgd.) A. MITCHELL PALMER.

PLAINTIFF'S EXHIBIT No. 91.

Order of Frank L. Polk, dated February 26, 1919.

Note: Same as Exhibit No. 3 attached to defendant's answer and not reprinted here. (See Record, Vol I, page 551.)

PLAINTIFF'S EXHIBIT No. 92.

(Copy)

Alien Property Custodian
Sixteenth and P Streets, N. W.
Washington, D. C.

March 31 1919.

Hon. Frank L. Polk,
Acting Secretary of State,
Washington, D. C.

Dear Sir:

I am sending you herewith, for your approval and signature, an order under the authority of executive order of December 3, 1918, relating to the sale to The Chemical Foundation, Inc., of certain copyrights, applications for letters patent and for the registration of trademarks.

This order supplements your order of February 26th, 1919, under which certain rights under letters patent and trademarks were permitted to be sold to The Chemical Foundation, Inc. I believe that to fully carry out the purposes of your order of the 26th of February, 1919 and of The Chemical Foundation, Inc. this supplementary order is necessary. I particularly refer to the question of copyrights. Since the order of the 26th of February, I find upon investigation that it is necessary for a body such as The Chemical Foun-

dation, Inc. to control the copyrighted German scientific works so as to prevent the issuance of unauthorized and misleading translations of said works in the United States which would greatly hinder the development of the arts to which they relate and to permit the reproduction, translation and wide circulation of works or scientific character.

Faithfully yours,

(Sgd.) FRANCIS P. GARVAN.

PLAINTIFF'S EXHIBIT No. 93.

A. P. C. 197
In Replying, Address Only
THE ALIEN PROPERTY CUSTODIAN
And Refer to No. 00724

ALIEN PROPERTY CUSTODIAN
SIXTEENTH AND P STREETS NW.
WASHINGTON, D. C.

New York, April 1, 1919.

Mansfield Ferry, Esq.,
Alien Property Custodian,
Washington, D. C.

Dear Ferry:

I am sending you herewith an executive order relating to copyrights and the like, and a letter from Mr. Garvan to Mr. Polk. This order is necessary to permit the seizure and sale of the German copyrighted scientific work to the Chemical Foundation, and I trust you will be able to secure his signature immediately as we wish to transfer these rights as soon as possible.

When the order is signed I would appreciate it if you will telephone or wire me the date on which it is signed and whether or not any changes have been made, so that I may note them on the copy which I

will keep. Will you also notify Mr. Horne of the signature of the order?

Yours very truly,

(Sgd.) RAMSAY HOGUET.

RH/LR

PLAINTIFF'S EXHIBIT No. 94.

Order of Frank L. Polk, dated April 5, 1919.

Note: Same as Exhibit No. 4 attached to defendant's answer and not reprinted here. (See Record, Vol. I, page 554.)

PLAINTIFF'S EXHIBIT No. 95.

ALIEN PROPERTY CUSTODIAN, WASHINGTON
INDIVIDUAL TRUST LEDGER

A. P. C. Accounting Form No. 5.
SHEET No. 1
TRUST No. 46542.

ACCOUNT OF { Enemy / Ally of Enemy } Owners of various Patents sold to Chemical Foundation.
ADDRESS

DEPOSITARY

Dates	Particulars	Posting Reference	Direct Expenses (Memo.)	Sec'y of the Treas'y. U. S. Debit	Sec'y of the Treas'y. U. S. Credit	Depositaries Debit	Depositaries Credit	Investments Debit	Investments Credit	Income Debit	Income Credit	Principal Debit	Principal Credit
1919		R 47574											
Aug 30	Proceeds of sale of sundry patents	R 47574	33949			249775.00						4925.00	254700.00
	Balance August 31, 1919.					249775.00							249775.00
1920													
July 9	Cash trans To Secy patents		33949	249775.00			249775.00						
Aug 28	Proceeds of Sale to Chem. Foundation & rights & etc		34921	6480.00								120.00	6600.00
Dec 10	Proceeds of Sale to Chem. Foundation & rights & etc		37054	4596.00								404.00	5000.00
1921													
Mar 12	In paymt of Assignment dated 2/19/21	R 47709	38230	5000.00									5000.00
				265851.00								524.00	266375.00
May 13	Consideration for certain patents assigned 4/27/21	R 47732	C 6720	550.00									550.00
1922													266925.00
June 16	To pay claim for expense		C 7933		3.50							3.50	
				266401.00	3.50							527.50	

I hereby certify that the foregoing is a true and exact photostatic copy of the ledger account in the records of the Alien Property Custodian, Washington, D. C., and given Trust No. 46542, Owners of the various Patents sold to Chemical Foundation.

(Seal)

(Sgd.) WILLIAM W. WILSON,
Acting Alien Property Custodian.

Plaintiff's Exhibit No. 95

*Items starred represent possible equity in patent rights, etc., or the proceeds thereof, said rights having been sold to the Chemical Foundation. See account "A." #46542

PLAINTIFF'S EXHIBIT No. 96.

ALIEN PROPERTY CUSTODIAN, WASHINGTON

A. P. C. Accounting Form No. 5.

INDIVIDUAL TRUST LEDGER

SHEET No. 1

ACCOUNT OF Enemy / Ally of Enemy Abraham Kranstein

TRUST No. 36501

ADDRESS, Karlsruhe, Gy.

DEPOSITARY

Dates	Particulars	Posting Reference	Direct Expenses (Memo.)	Sec'y of the Treas'y. U.S. Debit	Sec'y of the Treas'y. U.S. Credit	Depositaries Debit	Depositaries Credit	Investments Debit	Investments Credit	Income Debit	Income Credit	Principal Debit	Principal Credit
1919													
Aug 30	Patent No. *919,031 Reg. 4-20-09	C 3292						1.00					
	*826,860 7-24-06							1.00					
	*843,401 2- 5-07							1.00					
	*737,249 8-25-03							1.00					
	*833,063 10- 9-06							1.00					5.00
	*799,065 9-12-05							1.00					1.00
	Balance August 31, 1919.							6.00					6.00

PLAINTIFF'S EXHIBIT No. 97.

AMH/ljl

February 12, 1919.

From: Assistant Secretary of War.
To: The Chief of Ordnance.

Subject: Enemy-owned Patents Pertaining to Munitions.

1. In reply to your communication of February 7, 1919, inquiry has been made of the Alien Property Custodian as to the extent to which enemy-owned patents relating to chemical processes have been sold to citizens or corporations of the United States, and as to whether or not the right of the United States Government to the use, direct or indirect, of these patents so sold has been in any way reserved or protected.

2. This office is advised by the Alien Property Custodian that it is proposed to dispose of a large number of patents for chemical inventions, but that no sale or assignment of any such patents has been made to date, apart from a sale of the business of a going concern, and that few, if any, patents for chemicals in which the War Department is interested have been sold.

3. Your attention is directed to the provisions of the National Defense Act, approved June 3, 1916 (64th Congress, Chap. 134, 39 Stat. 215—particularly Section 124 thereof, relating to nitrate supply). This Act authorizes the President to purchase or acquire by condemnation, minerals, materials and processes, patented or otherwise, necessary for the construction and operation of plants for the manufacture of nitrates and other products for munitions of war and useful in the manufacture of fertilizers and other use-

ful products. In view of this authority, it is believed that the Department has ample protection against private parties obtaining the control of the nitrate industry as the result of any purchases of enemy-owned patents heretofore made.

4. The attention of the Alien Property Custodian has been invited to the situation with reference to the future supply of nitrates, and he has given assurance that no patents relating to nitrates or other war materials will be disposed of without first consulting the War Department. He has also signified his willingness to consider adopting the general policy of requiring the purchaser of patents covering inventions in which the War Department is interested to release the United States on account of past use, and to license the United States for the future use, of such inventions.

5. You will be advised further with reference to this matter.

Assistant Secretary of War.

PLAINTIFF'S EXHIBIT No. 98.

RAMSAY HOGUET
149 Broadway,
New York City.

New York, February 16, 1919.

Hon. A. Mitchell Palmer,
Alien Property Custodian,
Sixteenth & P Streets, N. W.,
Washington, D. C.

Dear Mr. Palmer:

Referring to your memorandum of the twelfth instant relating to your conference with Major Holcombe of the Ordnance Department and confirming our

conversation of yesterday, I believe that practically all of the War Department's needs will be taken care of by the general release of claims against the Government under the patents proposed to be conveyed to the new chemical patents holding company, since these patents include explosives and patents on kindred subjects.

We obviously can not comply with the suggestion contained in paragraph 4 of Major Holcombe's letter since we can not release claims under all patents without first having demanded the patents and we can not of course make a blanket demand. I think after we get the patents conveyed to the new corporation it would be well to ask the Ordnance Department to let us know whether there are any patents outside of the particular classes covered by these conveyances in which it is interested.

You will be interested in knowing that we have arrived at a final form of certificate of incorporation for the new company, which will be filed on Monday. We have selected the name "The Chemical Foundation, Inc." at the suggestion of Mr. Garvan.

I was much pleased that Mr. Garvan has consented to serve as a member of the Board.

Very truly yours,

(Sgd.) RAMSAY HOGUET.

RH:P

PLAINTIFF'S EXHIBIT No. 99.

WAR DEPARTMENT
OFFICE OF THE CHIEF OF ORDNANCE
NITRATE DIVISION
Washington WHS/FHS.

Attention of
Capt. Swenarton.
108504

February 19, 1919.

From: Capt. W. H. Swenarton, Patent Branch, Res. Tech. Sec., Nitrate Division, O. O.

To: Major A. M. Holcombe, Chief of Patent Sec., Purchase Branch, P. S. & T. Division, O. O.

Subject: Points for Conference concerning Enemy-Owned Patents.

1. Your letter to Mr. Ramsay Hoguet, Patent Counsel for the Alien Property Custodian, of February 15, 1919, file P. S. & T. 072-15, containing clause relating to the release of the United States from liability on account of the use of enemy-owned patents which you state will probably be made the subject of a clause in the final peace treaty, is acknowledged. It is noted that you state "The following clause has been suggested as a basis of discussion."

2. Referring to said clause, the third paragraph thereof provides as follows:

> "THEREFORE, the respective Allied and Associated Governments shall not be liable for the payment of royalties, damages, profits or other compensation of any kind, arising or to arise hereafter in connection with any expenditure already or hereafter incurred as aforesaid, under any Letters Patent of such Allied or Associated Government now, or at any date subsequent to the entry of the respective Governments into the War,

owned or controlled by enemy nationals or organizations; however, nothing herein contained shall invalidate any right to or under such Letters Patent as aforesaid which the said Governments respectively, under their Enemy Property Laws, have legally granted or shall legally grant to their own nationals."

3. In view of the fact that you state that this clause has been suggested as a basis of discussion, I take the liberty of commenting thereon, and in fact, I feel that I would be delinquent in my duty were I to withhold this comment in view of my strong conviction as to the inadequacy of this clause to accomplish what I believe are the purposes intended.

4. As regards the third paragraph above quoted, it is noted that my recollection of the same as the result of my hasty perusal of this clause at the conference we had in Mr. Dorr's office, which was attended by Colonel Joyes and Mr. Glasgow, is confirmed, and that there is no word other than the "expenditure" to cover the infringing act or acts of the Government, against which it is desired to save the United States harmless.

5. As stated to you in our telephone conversation of Feb. 17th, I do not consider that the word "expenditure" is sufficiently comprehensive to adequately protect the United States; and I feel that not only you, as the Chief of the Patent Section of the Purchase Storage & Traffic Division, but that any other Government patent lawyer familiar with the operations of the War Department will concur in this. As a specific example, I might refer to the effect of such a clause as bearing upon the operations of the Nitrate Division. One of the nitrate plants was constructed with a purpose of carrying out certain processes which were not considered as infringing certain enemy-

owned patents, either because of the low pressures employed or because of the fact that the degree of heat employed in the operation was different from that covered by the enemy-owned patents, or for various similar reasons. It might well be that the Nitrate Division may desire to modify the processes and so vary the pressures employed, or the temperatures, that the processes will become infringements of enemy-owned patents. In fact, the modification might be such, and probably will be such, that the net result will not involve any *expenditure* on the part of the Nitrate Division, but will result in a decided *saving* to the Nitrate Division. In my opinion, therefore, the release covered by such a clause as now drafted would in no wise serve to protect the United States against a claim for infringement under these enemy-owned patents should the Government see fit to so modify its present processes as to later infringe these patents, even though the identical operation now installed in the plants could be employed for the operation of such infringing process. As you well know, in a great many instances, the infringement of a patent results in a *saving* to the infringer rather than an *expenditure*. Therefore, it is to my mind quite apparent that if the United States is to effect a real release from future claims because of infringement of enemy-owned patents arising from its enforced operations in connection with its conduct of the war, some such amendment to this clause as the following should be incorporated therein; *viz:*

> "THEREFORE, the respective Allied and Associated Governments shall not be liable for the payment of royalties, damages, profits or other compensation of any kind *because of any infringement*, arising or to arise hereafter, *either* in connection with any *such* expenditure already or hereafter incurred as aforesaid, *or in any other*

manner, of any Letters Patent of such Allied or Associated Government now, or at any date subsequent to the entry of the respective Governments into the war, etc."

6. There is another point that seems to warrant the most careful scrutiny and consideration, and that is the last portion of the aforesaid clause, commencing with "however, nothing herein contained shall invalidate any right to or under such Letters Patent as aforesaid which the said Governments respectively, under their Enemy Property Laws, have legally granted or shall legally grant to their own nationals." Examination of this portion of the clause discloses the fact that the United States nationals (that is, citizens and corporations in the United States) are *protected* against the operation of this clause as *against* themselves and in favor of the United States. This portion of the clause does not protect the United States as against any other portion of the treaty containing provisions which would invalidate the acquirement by the United States Government of enemy-owned patents from the Alien Property Custodian, and it seems as if such a clause were imperative in order to properly protect the interests of the United States. Accordingly, some such clause should be inserted in it, either by way of amendment to the foregoing, or as an additional clause, as the following:

"Any rights acquired to or under any such Letters Patent as aforesaid by the said respective Governments under their Enemy Property laws are hereby validated and legalized with the same force and effect as if granted under this treaty."

(Sgd.) W. H. SWENARTON,
W. H. SWENARTON,
Capt., Ord. Dept., U. S. A.

PLAINTIFF'S EXHIBIT No. 100.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets, N. W.
Washington, D. C.

March 7, 1919.

In re: Nitrate Patents
Ramsay Hoguet, Esquire,
c/o Emery, Booth, Janney & Varney,
149 Broadway,
New York City.
Dear Sir:

We have received a letter from the Assistant Secretary of War stating that the War Department is desirous of purchasing certain nitrate patents, which apparently were to be included in the transfer to the Chemicals Foundation.

Apparently this request should have your consideration before these patents are disposed of as I believe the policy of this office is to give other Departments of the Government priority in the purchase of any property to be disposed of by us. I assume that you will be in Washington early next week and that you and Mr. Garvan will then discuss this matter.

Yours very truly,

S. WHITAKER,
Assistant General Counsel.
Counsel Washington Committee on Sales.

SW/FE.

PLAINTIFF'S EXHIBIT No. 101.

March 7, 1919.
In Re: Nitrate Patents.

To— Mr. Garvan
From— Mr. Whitaker

Mr. B. Crowell, Assistant Secretary of War, has written us stating that the War Department is desir-

ous of purchasing certain patents which apparently are included in the list to be transferred to the Chemical Foundation.

They request a hearing before final action by us. I have written Mr. Hoguet advising him of the receipt of letter, and suggesting that he take the matter up with you. The original letter I have referred to Mr. Goldstein, as it properly belongs in his Division.

SW/FE.

PLAINTIFF'S EXHIBIT No. 102.

(COPY)

T-120 Allotment
March 13, 1919.

Dear Mr. President:

I recommend that the accompanying memorandum receive your signature and be then returned to me.

Its main purpose is to make available for my use $10,000.00 from the $20,000,000 appropriation "Nitrate Plants (Sec. 124, Nitrate Supply Act, approved June 3, 1916), for the purpose of acquiring for the United States Government certain U. S. patents owned by enemy aliens, and bearing upon the processes of Nitrogen Fixation, which might embarrass our use of the United States Nitrate Plants if sold to private parties, as would be done by the Alien Property Custodian, if they are not bought by the Government.

The memorandum also allots from the same appropriation $340,000 for active prosecution of investigations in nitrogen fixation. This is less urgent, but there is need of scientific research on this subject, and no appropriations other than this have been made available therefor.

The sum of $350,000 is made available for these two allotments by revocation of sums aggregating that

amount, which were allotted for purchase of a site for the Muscle Shoals plant—not now needed therefor as the site was paid for from other available funds.

Very sincerely,

(Sgd.) B. CROWELL,
Acting Secretary of War.

To the President.

*Reported signed by Acting Sect'y about March 19, 1919, and with T-110848 forwarded to the President. G. B. A.

PLAINTIFF'S EXHIBIT No. 103.

T-110849

WAR DEPARTMENT
OFFICE OF THE ASSISTANT SECRETARY.
OO. War Dept.
230 2232/114
Mar. 11, 1919.

Memorandum for the Acting Chief of Ordnance.

The Secretary of War has approved the general plan for the revocation and re-allotment of certain funds under the appropriation "Nitrate Plants" and directs that the necessary papers be prepared for the President, together with a further brief statement all for his signature. These will be forwarded to him by courier.

I am returning to you letter to General Biddle which has been signed by me and which you may forward.

(Sgd.) B. CROWELL,
The Assistant Secretary of War.

Incls. O. O. 2302232
113 with 112
and extra copies of each.
RC104200.

PLAINTIFF'S EXHIBIT No. 104.

March 13, 1919.

MEMORANDUM FOR THE SECRETARY OF WAR:

I hereby authorize and direct the following revocation and allotments of funds appropriated by the Congress in the "Section 124, Nitrate Supply" of the Act approved June 3, 1916, namely:

Revoked:

The sums allotted by me Nov. 27, 1917, and March 12, 1918, for the purchase of a site for an ammonium nitrate factory, aggregating	$350,000

Allotted for use by the Secretary of War:

(a) For the purchase of United States patents protecting processes incident to nitrogen fixation, etc.....	10,000
(b) For the active prosecution of investigation of processes for the industrial production of nitrate compounds useful in the manufacture of explosives or fertilizers.....	340,000

Approved, 8 April, 1919.

(Sgd.) WOODROW WILSON,
President.

PLAINTIFF'S EXHIBIT No. 105.

(Copy)

EMERY, VARNEY, BLAIR & HOGUET
Counsellors at Law
149 Broadway, New York

April 4, 1919.

Mr. G. H. Dorr,
Assistant Director of Munitions,
Munitions Building,
Washington, D. C.

Dear Mr. Dorr:

I have yours of the 28th referring to the Nitration patents. I have gone into this matter at length with Mr. Palmer and Mr. Garvan and the consensus of opinion seems to be that these patents should be transferred to the Chemical Foundation, to be administered by it.

As I stated to you at our recent conference, I believe that the Chemical Foundation can do anything that the War Department could do with these patents and perhaps a little more.

I trust that you will not hesitate to advise us what course of action you think should be pursued in administering these patents.

Believe me,

Very truly yours,

(Sgd.) RAMSAY HOGUET.

RH:P

PLAINTIFF'S EXHIBIT No. 106.

THE WHITE HOUSE
WASHINGTON

June 2, 1923.

My dear Mr. Attorney General:

In response to your request for certain data as to President Wilson's trips to France and his return to Washington from his Western tour in 1919, I find that our records show that President Wilson left Washington at 12:30 a. m., December 4, 1918, for New York, where he embarked on the same date for Paris. On his return from France he arrived in Boston, Massachusetts, on February 24th and reached Washington at 5:00 a. m., February 25, 1919. He again left Washington on March 4th for New York, and again embarked for France on March 5, 1919. On his return from France he reached New York on July 8th and returned to Washington at 11:45 p. m., on the same date.

On his tour of the country in 1919, the trip was abandoned at Wichita, Kansas, on the morning of September 26th, and the President reached Washington on Sunday, September 28, 1919.

Sincerely yours,

(Sgd.) RUDOLPH FORSTER.

Hon. H. M. DAUGHERTY,
Attorney General.

PLAINTIFF'S EXHIBIT No. 107.

HWD/es

WAR DEPARTMENT
Purchase, Storage and Traffic Division
General Staff
Washington

Memorandum for Patents Section, Purchase Branch, P., S. & T. Division:

Subject: Conference re fixation nitrogen patents and discussion as to organization of Foundation Corporation.

1. The following information was gained in respect to this Corporation yesterday in a conference in Mr. Dorr's office between Mr. Dorr, Mr. Glasgow, Lieut. Col. White of the Nitrate Division, Ordnance Department, Mr. Townsend of Burns, Townsend & Brickenstein, and the writer. Later Mr. Hoguet representing the Alien Enemy Custodian arrived.

2. The Foundation Company is incorporated and the Directors are men of unquestioned Americanism. The object of this corporation is to take over certain patents and to extend licenses to the manufacturers for the processes. The stock of this company has been subscribed by the directors and the royalties which will be paid under the licenses will go to take up the stock, and when the stock has been paid for the royalties will be used for development work.

3. The Foundation Company at the present time is particularly interested in the chemical industry in the United States and the value of this company is that it will practically control and educate the American manufacturers in the chemical industry by sending to them licenses to operate. Each one of the manufacturers must prove his Americanism before he is given

a license. There is an agreement between the Enemy Property Custodian and the Foundation Corporation to transfer approximately four thousand patents from the former to the latter. The corporation will operate under these patents and in time they will reach out into other fields where the industries apparently need their assistance so that the United States will not be tied up at any future time with foreign controlled manufacturing processes and apparatus, the latter including the Prime Contractors and sub-contractors.

4. The Foundation Company will give to the United States, at a nominal fee, practically any type of license to manufacture, have manufactured, use and sell any particular product that it desires. As to processes, this Company will undoubtedly give the United States any type of license that it desires.

5. Captain Swenarton has written to Mr. Hoguet a letter wherein about fifty patents are mentioned by number that the Nitrate Division desires to own so that it may complete successfully its investments in Nitrate plants and processes. These 50 patents are included in the four thousand which the Alien Property Custodian intends to transfer to the corporation, and the question now stands as to whether it is best to let these 50 patents be transferred to the corporation and the corporation giving the Nitrate Division any licenses that it desires. This question is not agreed in by the representatives of the Nitrate Division as they desire the ownership of the patents so that they will have a whip hand with the General Chemical Company, or any other company, and can in the future, after the investment by the United States has been made successfully, trade with these patents or licenses which the Nitrate Division itself would desire to give under these patents which they desire to own.

6. Mr. Hoguet is to consider this situation with the Directors of the Foundation Company and especially in view of the fact that agreement has been practically made to transfer these 50 patents. He is at present not in favor of excepting these 50 patents from the 4000, although he takes the position that practically any patents the Government desires which the Alien Property Custodian has he will give to the Government at a nominal fee.

7. Conference between Mr. Hoguet and Mr. Glasgow at some future date is to be held in order to determine just how this situation should be handled.

8. The Nitrate Division representatives feel that the 50 patents they desire will give them a more open hand in connection with this situation and that they may deal directly with the General Chemical Company or anybody else rather than having to proceed through the Foundation Company for any control or pressure which it is desired should be exerted. This last stated position of the Nitrates representative is agreed to by Mr. Dorr. In fact he favors it more than having to proceed through the Foundation Company for purposes of control or pressure.

H W D
(H. W. Dix)
Captain, Ord. U. S. A.

PLAINTIFF'S EXHIBIT No. 108.

Munitions Bldg.
Room 2541
War Tel. Br. 1447

AMH/es

April 14, 1919.

MEMORANDUM FOR MR. DORR:

Subject: Transfer of Enemy Owned Patents Relating to Production of Nitrates.

1. Pursuant to your request, Captain Dix and

the writer called upon Francis P. Garvan, Alien Property Custodian, today to ascertain what steps, if any, had been taken toward protecting the United States with reference to the production of nitrates, and particularly as to what action has been taken pursuant to the request of March 5th from the Assistant Secretary of War to the Alien Property Custodian with reference to the nitrates patents listed in the letter from the Chief of Ordnance.

2. Mr. Garvan stated that the patents listed in the memorandum accompanying the Assistant Secretary's letter has been included in the list of patents transferred to the Chemical Foundation Company, Incorporated. He stated that the transfer to the Chemical Foundation Company did not include the right to claim compensation for past use by the United States, but that a release had been prepared from the Alien Property Custodian to the Secretary of War releasing all right of compensation for past use of such patents.

3. It is too late to change the action taken by the Alien Property Custodian as the assignment to the Chemical Foundation Company has been recorded.

4. Mr. Garvan stated his willingness to recommend that the Chemical Foundation Company take over all enemy owned patents relating to munitions, materials, machinery and processes for making the same of interest to the War Department with the release of all claims against the War Department on account of past infringement thereof, and a license for the future upon nominal terms. An investigation is now under way under my supervision for the purpose of determining what patents should be included.

5. Mr. Garvan also stated that the sub-section of the Commission of the Peace Conference charged with the matter has drafted for insertion in the Peace

Treaty a clause acknowledging and ratifying the Alien Property Custodian's acts with reference to the disposition of enemy owned property in this country. Mr. Garvan undertook to furnish a copy of this clause as soon as it is received by him.

6. If the Peace Treaty contains a suitable clause ratifying the acts of the Alien Property Custodian with reference to patents there would seem to be no further action necessary by the War Department other than to notify the Alien Property Custodian what patents it desires to have protection against.

(A. M. HOLCOMBE)
Major, Ordnance, U. S. A.
Chief, Patents Section, Purchase Br.
P. S. & T. Division.

PLAINTIFF'S EXHIBIT No. 109.

War Department
Office of the Chief of Ordnance
Nitrate Division
Washington

WHS/1MB.
April 16, 1919.

From: Capt. W. H. Swenarton, Nitrate Division.
To: Lieut. S. H. Graves, Administration Division, Patents Section. B-2-225.
Subject: Transfer of Additional Non-Chemical Patents to Chemicals Foundation.

1. Confirming conference with you over the telephone to-day as to the proposed transfer of enemy-owned patents to the Chemicals Foundation, in addition to the 4500 odd patents already acquired by it, I would state that this is a matter which, in my mind,

should be given the most careful scrutiny, for the following reasons:

1. The form of assignment used in connection with the aforesaid 4500 odd patents transferred on or about April 11, 1919, to said Foundation does not carry with it the release of claims against the United States. Therefore, in so far as any benefit because of past infringement is concerned, the United States acquires none, were such an assignment of additional Ordnance patents or other patents in which the Government is interested to be made to said Foundation.

2. As far as release from claims of future infringement is concerned, it appears from a reading of the charter of the Chemicals Foundation that the United States is not to be given a free license as has been generally understood by press reports to be the case, but that the Board of Directors may determine upon what terms the United States will receive a license and that all private concerns or individuals, if licensed, shall be licensed on an equal footing with each other—or words to that effect. In other words, the Board of Directors could, if it so desired, charge the United States anything it saw fit even charging it more than a private concern or individual. There is nothing in the charter requiring that the license to the United States shall be a free license. As I understand it, there is no provision whereby the United States has any voice in the appointment of the directors or trustees and accordingly, should the trustees become hostile or unfriendly to the idea of granting a free license to the United States, there will be no way by which the United States could compel the granting of such a free license.

3. It is a serious question whether the control of such a vast number of patents should be placed exclusively in the hands of a single body such as the Chemicals Foundation uncontrolled by any direct Government supervision.

4. The disregard of the recent request of the representative of the Secretary of War that certain patents relating to the fixed-nitrogen activities of the Ordnance Department be transferred to the Government, is a slight indication of the respect which might be given future wishes of the War Department.

5. If it could be arranged, it seems to be preferable to have a corporation similar to the War Finance Corporation or the Emergency Fleet Corporation incorporated which should be under the direct supervision and control of the Government for the purpose of acquiring and administering the enemy-owned patents seized but not yet disposed of by the Alien Property Custodian.

I understand that while you have not yet had a chance to fully consider this matter, that you are at present in accord with me as regards most, if not all, of the above mentioned points and if such is the case, I trust that you will co-operate in having this matter brought to the attention of the proper authorities in order that the action finally taken shall be in the best interests of the Government.

(Sgd.) W. H. SWENARTON,
Capt., Ord. Dept., U. S. A.

PLAINTIFF'S EXHIBIT No. 110.

1640 Rhode Island Avenue
Washington, D. C.

April 21, 1919.

G. H. Dorr, Esq.,
Assistant Director of Munitions,
Munitions Building,
War Department,
Washington.

My dear Dorr:

With reference to the action of the Alien Property Custodian and Mr. Ramsay Hoguet concerning the German Synthetical Ammonia Patents: I consider that the War Department has been treated with gross discourtesy in this matter, and that our efforts to salvage Nitrate Plant No. 1 with maximum efficiency have been handicapped by the action of Mr. Hoguet. It may prove later advisable to call their procedure to the attention of the President; but, meanwhile, you and I are pretty well occupied, and I think we may leave this matter in abeyance without further prejudice to the situation.

Believe me,

Yours very sincerely,

(Sgd.) A. G. GLASGOW.

PLAINTIFF'S EXHIBIT No. 111.

Munitions Building
Room 2541

AMH/mho.

April 25, 1919.

Memorandum for Mr. G. R. Dorr.

Subject: Communication from Mr. Glasgow, dated April 21, 1919, with reference to action of the Alien Property Custodian concerning the German Synthetical Ammonia Patents.

1. As stated to you recently, I saw Mr. Garvan and told him that the War Department was astonished and disappointed at his action in this matter. At the present time no further action by the War Department would seem to be required; but if, in the future, a satisfactory process is developed for producing nitrates and it appears that this process is covered by any patents (either formerly enemy-owned or otherwise) the United States can acquire the right to use such patented process by condemnation under the authority contained in Section 124 of the National Defense Act, approved June 3, 1916.

2. Mr. Glasgow's suggestion that the matter may be held in abeyance without further prejudice to the situation is indorsed in view of the foregoing.

A. M. HOLCOMBE,
Major, Ordnance, U. S. A.
Chief, Patents Section, Purchase Branch, P. S. & T.

PLAINTIFF'S EXHIBIT No. 112.

Francis P. Garvan, President.
Douglas I. McKay Vice-President.
George J. Corbett, Treasurer.
Joseph H. Choate, Jr., General Counsel.
Ramsay Hoguet, Patent Counsel.

THE CHEMICAL FOUNDATION
Incorporated
81 Fulton Street
New York City

Trustees:
Otto T. Bannard, Chairman;
Cleveland H. Dodge,
George L. Ingraham,
N. Howell Griswold, Jr.,
Ralph Stone.

Cable address:
Chemfound

August 19, 1919.

Chief of Ordnance,
Washington,
D. C.

SUBJECT: Haber Patents and Related Patents.

1. A proposal is pending before the Chemical Foundation, Incorporated, on the motion of a representative of the War Department for grant of a license to the War Department, whereby, said department would be entitled to conduct manufacturing operations for the production of Nitric Acid, Ammonia Hydrogen, Fertilizer, etc. under patents owned by The Chemical Foundation, Incorporated.

2. This matter was discussed at a recent meeting between Captain Swenarton and officials of The Chemical Foundation.

3. The Chemical Foundation is disposed to exercise prompt compliance with the requests of the War Department, issuing in this connection its standard form of license, of which duplicate copies are attached. But, certain modifications are necessarily to be considered. Presumably, these are not of particular importance to the War Department, except in the case of royalty. It will be understood in advance, that no royalties would accrue to the Chemical Foundation by reason of manufacture by the Government for its own

consumption, but there is quite a different aspect to the situation, if the Government were planning to undertake, or did actually undertake, to produce and market, whether directly or indirectly, the products capable of production under the patents, or planned to undertake or did actually undertake to employ the processes of manufacture similarly covered.

4. Since it is conceivable that the Chemical Foundation might license private interests to manufacture the products and employ the processes covered by its patents, and in such case might charge and collect royalty based on the sales value of manufacturing operations, it would be manifestly unfair to expect private interests to compete with Government sales and carry no charge on account of royalty. It is therefore expedient to inquire at this time, whether the War Department can and will say that it will conduct no operations under the patents in question except for purposes of consumption by the Government and will not sell in competition with private production under the patents involved.

5. If such an engagement cannot be given the Chemical Foundation feels that as an alternative it should be stipulated in the license that the license is revocable immediately, to the extent that, and in respect of any patents, whether product or process patents, under terms of which the Government produces material for sale in the open market.

6. An indication of the attitude of the War Department in respect to this is invited at your earliest convenience.

Very truly yours,

DOUGLAS I. McKAY,
Vice-President.

DIM/HR

PLAINTIFF'S EXHIBIT No. 113.

COPY.
WAR DEPARTMENT
Office of the Chief of Ordnance
Nitrate Division
Washington

No. 127196.

September 4, 1919.

From: W. H. Swenarton, Consulting Patent Expert
Nitrate Division, Ord. Office.

To: Maj. D. P. Gaillard, Nitrate Div., O. O.

Subject: Chemical Foundation Patents.

1. Your letter of August 30, 1919 file T-126733 with enclosures is acknowledged and pursuant to your request the following report of the conference with the officials of the Chemical Foundation and also recommendations as to the nature of the reply to be made to the letter from the Chemical Foundation are submitted:

2. Report of Conference.—On August 11, 1919, a conference was held at the office of the Chemical Foundation between Messrs. D. I. McKay, Vice-president; Ramsay Hoguet, Patent Counsel, and Tucker, Chemist, representing the Chemical Foundation, and the undersigned, on behalf of the Nitrate Division, for the purpose of considering the question of a license to the United States under patents formerly Enemy-owned, and acquired by the Chemical Foundation from the Alien Property Custodian, relating to Nitrogen Fixation and Fertilizers. Among these patents under which a license was sought was substantially every one which the Ordnance Department and the Assistant Secretary of War, Mr. Crowell, requested the Alien Property Custodian to seize and sell to the War Department pursuant to a verbal offer so to do, pre-

viously made by Mr. A. Mitchell Palmer himself at a conference with Maj. A. M. Holcombe and Capt. Dix of Patent Section, P. S. & T. Div. and the undersigned, representing the Nitrate Division, held many weeks prior to the actual transfer of these patents to the Chemical Foundation by Mr. Palmer's successor in the office of Alien Property Custodian, *viz.*, F. P. Garvan (while a report of said conference with the then Alien Property Custodian was made and filed with Maj. Holcombe, it is considered most unfortunate from the standpoint of the War Dept. that all of the War Department's representatives at said meeting, with the exception of the undersigned, are now, as I have been informed, either associated with or about to become associated with the same patent law firm that the said Ramsay Hoguet, dual patent counsel for the Chemical Foundation and the Alien Property Custodian is associated with).

3. Col. McKay, who acted as spokesman for the Chemical Foundation representatives at said August 11th meeting, was unalterably opposed to granting either an unrestricted non-exclusive free license or an irrevocable non-exclusive free license to the United States under the aforesaid patents, notwithstanding Mr. Palmer's aforesaid offer, when Alien Property Custodian, to sell the principal patents under discussion to the United States. Col. McKay declined to give consideration to the report current in the War Department Patent circles that the Alien Property Custodian had been assured by the Chemical Foundation that it was the *intention* of the Company to give the Government a *free* license so that it would make no material difference to the Government whether it acquired the patents itself or whether the Chemical Foundation did so, but that on the other hand the Chemical Foundation was in a better position to ad-

minister the patents, and especially to prosecute infringers, than the Government would be.

4. Col. McKay insisted that the license be surrenderable and revocable in accordance with their usual license form. Furthermore, he insisted that if the U. S. manufactured material for sale in the open market, that proportion of the total material manufactured which was so sold should pay the same royalty as if made by any other licensee of the Chemical Foundation under these particular patents.

5. While I assured him that I was of course unauthorized to commit the Government to any policy, it seemed to me that as long as the Government was not yet operating even for its own requirements and since he was unwilling to grant an unrestricted, *irrevocable* free license to the U. S. under these patents, yet a license might well be granted at the present time with a proviso that it was to be "Without fee or royalty whatsoever unless and until modified." This he agreed to do and if I read paragraph b of his letter correctly this is what he now proposes, except that it shall be affirmatively stipulated that insofar as the U. S. shall produce material for sale in the open market the *free* license shall be cancelled. Apparently, he is now unwilling that this question as to whether or not the Government will pay any royalty on material it produces for sale in the open market should be left for decision at such time as such manufacture for sale in the open market was commenced by the U. S. This change of attitude on his part, can doubtless be attributed to the fact that at the request of Mr. Roberts, Deputy Administrator, a specific inquiry was made during the week ending August 23d as to just what royalty they would expect of the U. S. if it manufactured products for sale in the open market under a license agreement. Mr. Ramsay Hoguet, Patent Counsel for the company, replied that no licenses to com-

mercial concerns had as yet been negotiated under these patents, but that some were under negotiation and they might be granted in about *three weeks* from that time.

6. So much for the report of the conference.

7. Recommendations.—Since the United States cannot be enjoined for infringement of patents and especially since in peacetime its own requirements of nitrates will be extremely small and in wartime it could commandeer these patents, I consider that there is little to be gained by accepting a *restricted* free license from the Chemical Foundation. The United States can either await an adjudication of the validity of the transfer of these patents by the Alien Property Custodian (a quasi common law trustee) to a concern of which he is now president and acting on the advice of an attorney who was ostensibly representing the Alien Property Custodian as well as the purchasing corporation, or it can even go so far as to commandeer these patents or at least a license thereunder, under the Nitrate Supply Sec. 124 of National Defense Act.

If the Chemical Foundation valued these patents at but about $60 per patent for "purchasing purposes," it is hard to believe a court would allow more than $60 for the same if "commandeered" as the Chemical Foundation would be in a rather embarrassing position in view of the fact F. P. Garvan, Alien Property Custodian, and Ramsay Hoguet were officials of the company. Certainly it would be reasonable to believe that if only a mere non-exclusive license was sought, the court would not allow more than $60 per patent; as there would not be more than 100 patents that it would be necessary to seek licenses under at the outside, it would require not over say $6,000.

8. I do not believe anything can be accomplished amicably by correspondence with the Chemical Foundation, but only, if at all, by conferences. Accord-

ingly, I would advise that their letter be acknowledged and that they be requested to advise the Government what amount of royalty has been settled upon in those negotiations of licenses under these patents with the commercial concerns to which Mr. Hoguet referred in the long distance telephone conference and which he expected would be completed at about this date, *viz.*, three weeks from August 22. It can be stated that as the fullest possible information is desired in order that the policy to be adopted respecting the operation of the Nitrate Plants can be determined, it is deemed advisable to secure definite figures as to just what basis of royalty the Chemical Foundation would expect to charge the Government if the plants were operated on a scale largely in excess of the Government consumption.

9. It might further be stated that when this question was taken up with them in the first instance, it was on the assumption that an "unrestricted" free license would issue to the United States as it had always been the impression in the War Department that the position of the Government was not to be in any way prejudiced by the fact that Mr. Garvan had refused the request of the War Dept. to sell the more important enemy-owned, nitrogen-fixation patents to the United States and had transferred such patents to the Chemical Foundation instead.

10. It is believed the foregoing covers the various matters inquired about in your letter.

11. I expect to return to New York the 14th inst., and can arrange to be in Washington for a few days almost any time after that.

(Sgd.) W. H. SWENARTON,
W. H. SWENARTON,
Major, U. S. R.

PLAINTIFF'S EXHIBIT No. 114.

GJR/an
Tel. War Br. 1169
B-2-224

War Department
Office of the Chief of Ordnance
Washington

September 9, 1919.

From: Mr. Geo. J. Roberts, Spec. Asst. to Chief of Ordnance.

To: Capt. S. H. Graves, Chief Patent Branch
Advisory Section, Administration Division.

Subject: Chemical Foundation Patents.

1. I am enclosing herewith a letter from Douglas I. McKay, Vice-President of the Chemical Foundation, Incorporated, your first indorsement, and a letter from W. H. Swenarton of September 4th.

2. On August 8th, Mr. A. G. Glasgow, Fixed-Nitrogen Administrator, wrote to the Secretary of War a letter, from which I quote in part:

> "We made every effort to induce the Custodian of Alien Property to turn these patents over to the War Department for administration, because, among other reasons, the War Department owned the only synthetic ammonia plant in the United States, and the right to these patents was necessary to salvage the War Department's investment in this plant. You may remember that we inaugurated the movement by cabling to General Bliss a Clause for the Peace Treaty regarding patents, and that we later obtained the President's cabled permission to spend $10,000 of his Fund, in order to pay the same price for this group of patents that was being arranged by the Custodian of Alien Property with the Chemical Foundation, Inc. The Custodian of Alien

Property, however, ignored the War Department's representations, and turned this group of patents with some forty-five hundred other German chemical patents over to the Chemical Foundation, Inc. We learned of this decision, in spite of repeated inquiries by Mr. Dorr, after the arrangement had been consummated. This action seriously weakened our strategical position with reference to the General Chemical Company, and is possibly the indirect cause of the failure of our negotiations."

3. The General Chemical Company, having declined to do anything more with the plant at Sheffield, known as Nitrate Plant No. 1, it was necessary for us to make our plans toward the salvaging, or making valuable, this plant. We had sent a commission to Europe to study the synthetic ammonia processes and expected them home by the middle of September; therefore it was necessary that we should know what was our status before undertaking any work in remodeling Nitrate Plant No. 1. With this in view, we asked the Chemical Foundation, Inc. to give us a license free of royalty that we might develop Nitrate Plant No. 1. From all that I can learn, synthetic ammonia plants are not commercial in Germany, although more has been done on synthetic processes by them than any other country in the world. The question of producing synthetic ammonia in the United States will have to be undertaken either by private capital or by the U. S. Government, and if private capital will undertake to develop and operate synthetic ammonia plants, my recommendation would be that they be allowed to do so and the Government proceed no farther in this field of activity. If, on the other hand, private capital will not undertake to develop the synthetic processes and manufacture nitrate products

by means of these processes, then the United States must proceed with the development of these processes as a means of national defense in time of war. It therefore would seem to be that the Chemical Foundation must declare itself, and live up to its declaration, and should not be permitted to play "the dog in the manger." The Government of the United States is the only one today who is expending any money in research upon synthetic ammonia processes in the United States. The Government being the only agency expending any money in the development of synthetic ammonia is entitled to a free license, the Government's expenditure on research being many times the cost of the patents to the Chemical Foundation, Inc.

(Sgd.) GEO. J. ROBERTS,
GEO. J. ROBERTS,
Spec. Asst. to the Chief of Ord.

3 inc.

PLAINTIFF'S EXHIBIT No. 115.

MINUTES OF MEETING OF ADVISORY COMMITTEE ON SALES, HELD AT THE NEW YORK OFFICE OF THE ALIEN PROPERTY CUSTODIAN, 110 WEST 42ND STREET, NEW YORK CITY, ON FRIDAY, FEBRUARY 14, 1919, AT 10:00 O'CLOCK A. M.

PRESENT:

Messrs. Otto T. Bannard;
George L. Ingraham;
Cleveland H. Dodge;
Benjamin H. Griswold, Jr.;
Ralph Stone, (Excused);

By INVITATION:

Hon. A. Mitchell Palmer, Alien Property Custodian;

Messrs: F. P. Garvan, Director Bureau of Investigation;
Ralph J. Baker, Assistant General Counsel;
Joseph F. Guffey, Director Bureau of Sales;
F. X. Anglim, Assistant Director Bureau of Sales;
H. D. Green, Assistant Chief Division of Insular Possessions;
George P. Wagner, Secretary to the Committee.

The minutes of the previous meeting were read and approved.

Claims of Horace R. Kelly & Company Against the Enemy Firm of Germann & Company (in Liquidation):

Mr. A. Mitchell Palmer presented certain facts and conclusions in connection with two certain claims against the aforesaid enemy firm, and read a report thereon of Mr. Walter D. Denegre, Chief of the Division of Insular Possessions. Mr. Horace R. Kelly, the claimant, and Mr. Malcolm Sumner, his counsel, were called before the Committee and stated certain facts in support of their claim, and after consideration, this Committee

APPROVES the report and recommendations of Mr. Palmer, and *recommends* as to the first claim that the $300,008.59 heretofore paid by Horace R. Kelly & Company be returned, with interest to date of return, with payment of actual expenses incurred by Horace R. Kelly & Company and a

sum not to exceed $25,000. in lieu of damages; and *recommends* as to the second claim that said Horace R. Kelly & Company be paid the sum of $102,615.84 in full satisfaction of any rights or claims against Germann & Company or the Alien Property Custodian by reason of failure to comply with contract for the delivery of any stripped tobacco to Horace R. Kelly & Company by Germann & Company, or the Alien Property Custodian.

Re Patents on Dyes and Chemicals:

Mr. Garvan presented the facts, and a proposed plan in reference to a sale of enemy owned patents covering certain chemicals and dyes, etc. to a corporation or association to be formed, the new corporation to license the patents to the American trade; after consideration, this Committee

APPROVES the plan as a general proposition.

Locomotive Superheater Company: Sales No. 171.

Mr. Bannard reported on behalf of a sub-committee, stating that Mr. Bradley Palmer did not request that this Committee approve the purchase price of this stock. After hearing Mr. A. Mitchell Palmer, on motion duly made and seconded, this Committee

RESOLVES that by agreeent with the Alien Property Custodian, this Committee will not be called upon to pass on the adequacy of the purchase price of the stock of Locomotive Superheater Company, and that the sub-Committee be discharged.

New Brunswick Chemical Company: Sales No. 177.

Mr. Anglim, Assistant Director Bureau of Sales, reported that on the 5th day of February, 1919, at 12:00 o'clock, Noon, at the main office of the company,

on Allen Avenue, Township of North Brunswick, New Jersey, Mr. Guffey offered for sale 755 shares of the common capital stock of the above named company, out of a total outstanding issue of 1,000 shares; that Hugo Koblenzer, or 170 West 73rd Street, New York City, was the highest bidder therefor, having bid the sum of $22,100. After consideration, this Committee

RECOMMENDS that the bid of $22,100. be rejected, the purchase price being inadequate, and that if a satisfactory purchase price should not be secured, this company be liquidated.

Golde Patent Manufacturing Company, Inc. Sales No. 57.

Mr. Anglim reported that on the 6th day of February, 1919, at 11:00 o'clock A. M., at the main office of the company, 509-515 West 56th Street, New York City, Mr. Guffey offered for sale 750 shares of the common stock, 250 shares of the preferred stock, certain patent rights, etc. in connection therewith; that G. M. Thurmauer, 6 East 20th Street, New York City, was the highest bidder therefor, having bid the sum of $33,750. therefor.

After consideration, this Committee

RECOMMENDS that the bid of $33,750. be rejected, the purchase price being inadequate, and that, if a satisfactory purchase price should not be secured, this company be liquidated.

Eisemann Magneto Company: Sales No. 40.

Mr. Anglim reported that on the 11th day of February, 1919, at 11:00 o'clock A. M., at the front door of the main factory building of Eisemann Magneto Company, 32 Thirty-third Street (Bush Terminal Building No. 8), Borough of Brooklyn, New York City, New York, Mr. Guffey offered for sale 1500 shares of

the common stock of the Eisemann Magneto Company, together with certain patent rights in connection therewith; that G. E. Matthies, F. S. Jerome, and associates, of Seymour, Connecticut, were the highest bidders therefor, having bid the sum of $907,600.

After consideration, this Committee

RECOMMENDS, that this sale be approved as to price, but no action taken as to the purchasers, pending investigation.

There being no further business to come before the meeting, on motion duly made and seconded, the Committee adjourned.

.....

Secretary.

APPROVED:

(Sgd.) OTTO T. BANNARD,
Chairman.

PLAINTIFF'S EXHIBIT No. 116.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated April 10, 1919.

NOTE: Same as Exhibit "H-1" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 404.)

PLAINTIFF'S EXHIBIT No. 116-A.

Schedule 1 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 124.)

PLAINTIFF'S EXHIBIT No. 117.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated May 2, 1919.

NOTE: Same as Exhibit "H-2" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 410.)

PLAINTIFF'S EXHIBIT No. 117-A.

Schedule 2 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 292.)

PLAINTIFF'S EXHIBIT No. 118.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated May 6, 1919.

NOTE: Same as Exhibit "H-3" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 415.)

PLAINTIFF'S EXHIBIT No. 118-A.

Schedule 3 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 294.)

PLAINTIFF'S EXHIBIT No. 119.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated May 15, 1919.

NOTE: Same as Exhibit "H-4" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 418.)

PLAINTIFF'S EXHIBIT No. 119-A.

Schedule 4 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 294.)

PLAINTIFF'S EXHIBIT No. 120.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated June 17, 1919.

NOTE: Same as Exhibit "H-5" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 421.)

PLAINTIFF'S EXHIBIT No. 120-A.

Schedule 5 annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 295.)

PLAINTIFF'S EXHIBIT No. 121.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated June 21, 1919.

NOTE: Same as Exhibit "H-6" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 424.)

PLAINTIFF'S EXHIBIT No. 121-A.

Schedule 6 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 297.)

PLAINTIFF'S EXHIBIT No. 122.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated October 17, 1919.

NOTE: Same as Exhibit "H-7" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 429.)

PLAINTIFF'S EXHIBIT No. 122-A.

Schedule 7 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 301.)

PLAINTIFF'S EXHIBIT No. 123.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated December 9, 1919.

NOTE: Same as Exhibit "H-8" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 432.)

PLAINTIFF'S EXHIBIT No. 123-A.

Schedule 8 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 302.)

PLAINTIFF'S EXHIBIT No. 124.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated February 26, 1920.

NOTE: Same as Exhibit "H-9" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 435.)

PLAINTIFF'S EXHIBIT No. 124-A.

Schedule 9 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 303.)

PLAINTIFF'S EXHIBIT No. 125.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated February 26, 1920.

NOTE: Same as Exhibit "H-10" annexed to bill of complaint and not reprinted here. (See Record, Vol I, page 438.)

PLAINTIFF'S EXHIBIT No. 125-A.

Schedule 10 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 325.)

PLAINTIFF'S EXHIBIT No. 126.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated March 9, 1920.

NOTE: Same as Exhibit "H-11" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 441.)

PLAINTIFF'S EXHIBIT No. 126-A.

Schedule 11 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 328.)

PLAINTIFF'S EXHIBIT No. 127.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated May 4, 1920.

NOTE: Same as Exhibit "H-12" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 444.)

PLAINTIFF'S EXHIBIT No. 127-A.

Schedule 12 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 331.)

PLAINTIFF'S EXHIBIT No. 128.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated May 15, 1920.

NOTE: Same as Exhibit "H-13" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 447.)

PLAINTIFF'S EXHIBIT No. 128-A.

Schedule 13 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 333.)

PLAINTIFF'S EXHIBIT No. 129.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated July 20, 1920.

NOTE: Same as Exhibit "H-14" annexed to bill of complaint and not reprinted here. (See Record, Vol I, page 451.)

PLAINTIFF'S EXHIBIT No. 129-A.

Schedule 14 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 344.)

PLAINTIFF'S EXHIBIT No. 130.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated December 21, 1920.

NOTE: Same as Exhibit "H-15" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 453.)

PLAINTIFF'S EXHIBIT No. 130-A.

Schedule 15 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 345.)

PLAINTIFF'S EXHIBIT No. 131.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated December 21, 1920.

NOTE: Same as Exhibit "H-16" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 457.)

PLAINTIFF'S EXHIBIT No. 131-A.

Schedule 16 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 356.)

PLAINTIFF'S EXHIBIT No. 132.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated December 21, 1920.

NOTE: Same as Exhibit "H-17" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 460.)

PLAINTIFF'S EXHIBIT No. 132-A.

Schedule 17 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 357.)

PLAINTIFF'S EXHIBIT No. 133.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated December 21, 1920.

NOTE: Same as Exhibit "H-18" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 464.)

PLAINTIFF'S EXHIBIT No. 133-A.

Schedule 18 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 379.)

PLAINTIFF'S EXHIBIT No. 134.

Assignment from Francis P. Garvan as Alien Property Custodian to The Chemical Foundation, Incorporated, dated February 19, 1921.

NOTE: Same as Exhibit "H-19" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 467.)

PLAINTIFF'S EXHIBIT No. 134-A.

Schedule 19 annexed to bill of complaint, and not reprinted here. (See Record, Vol. I, page 382.)

PLAINTIFF'S EXHIBIT No. 135.

STIPULATION AS TO CORRECTIONS IN EXHIBIT "G" TO BILL OF COMPLAINT.

IT IS HEREBY STIPULATED that Exhibit G to the bill of complaint herein, including the descriptive headings therein, as amended by the schedule hereto attached marked "Correction of Exhibit G," constitutes a true and correct enumeration of the properties described in the several instruments of assignment executed by the Alien Property Custodian to the defendant herein and of the other facts in said exhibit set forth; and with reference to the items appearing on pages 53 to 55 inclusive of said corrected schedule that the properties intended to be sold by the said Custodian and intended to be purchased by the defendant were as stated in the said pages of said schedule; and that said Exhibit G, with the descriptive headings aforesaid may be introduced in evidence without further proof thereof.

Dated, Wilmington, Delaware,
this 12 day of June, 1923.

(Sgd.) HERMAN J. GALLOWAY,
Special Asst. to Atty. Gen.
Solicitor for Plaintiff.

(Sgd.) LUCIEN H. BOGGS,
Solicitor for Defendant.

PLAINTIFF'S EXHIBIT No. 136.

Corrections to Exhibit "G" to bill of complaint.

(NOTE: The corrections set forth in this Exhibit (approximately 908 in number) have been made in the Exhibit, and Exhibit "G" to bill of complaint as printed in Volume I embodies such corrections.)

PLAINTIFF'S EXHIBIT No. 137.

004802

Nov. 14, 1919.

Lucien H. Boggs, Esq.,
Alien Property Custodian,
Washington, D. C.

Dear Mr. Boggs:

In accordance with my telephone message today I enclose drafts for a proposed executive order and proposed assignment by the Alien Property Custodian to the Chemical Foundation. The latter will have to be completed before execution by the addition of a schedule a draft of which I will send you as soon as possible.

The situation is this: Lehn & Fink have a contract with the German manufacturers of Lysol, an unpatented article, granting the American rights of manufacture. Under this contract Lehn & Fink were obliged to pay very large royalties to the German concern. The American trademark, however was actually owned by Lehn & Fink. The right of the Germans under this contract seems, therefore not to come within the precise terms of either of the executive orders of Feb. 26 or April 5, 1919 which authorized the transfers to the Chemical Foundation. Counsel for Lehn & Fink state that this is particularly true because they do not come within the reasons of those orders, as stated therein. At the same time the interest of the Alien Property Custodian in this contract was included in the conveyance to the Chemical Foundation dated April 10, 1919.

Lehn & Fink are perfectly willing to pay the royalties but are afraid to pay them to us under the existing state of the record. It is obviously desirable that the Foundation should receive these royalties

which will greatly aid its work and it is undesirable that there should be any possibility that any German Chemical firm should recover a contract which would furnish it with such a supply of the sinews of war and under which, in case of cancellation or breach, it might recover the right to carry on in the United States so important a chemical business as the manufacture and sale of lysol.

Accordingly Mr. Hoguet and I have prepared the enclosed drafts, on the theory which I believe to be entirely sound, that it was the intention of the original orders to bring about the conveyance of all such rights.

If you approve of these drafts will you be good enough to see if you can bring about their execution. We shall, of course, be grateful for any suggestion you may have to make.

Yours very truly,

(Sgd.) J. H. CHOATE, Jr.

JHCJr. H

PLAINTIFF'S EXHIBIT No. 138.

004802

Nov. 18, 1919.

Lucien T. Boggs, Esq.,
c/o Alien Property Custodian,
Washington, D. C.

Dear Mr. Boggs:

With reference to my letter of Nov. 14th I enclose herewith copies of the proposed schedule to be annexed to the confirmatory assignment before execution by the Alien Property Custodian in case such execution is authorized by executive order.

Very truly yours,

(Sgd.) J. H. CHOATE, Jr.

JHC:Jr...H
Encl.

PLAINTIFF'S EXHIBIT No. 139.

004802

OFFICE MEMORANDUM

To Mr. Boggs
From Mr. Goldstein

Nov. 21, 1919.

I see no objection to our complying with the request of the Chemical Foundation as indicated in Mr. Choate's letter of Nov. 4, 1919. There are two things however to which I respectfully draw your attention. One is that the last three contract rights in the schedule were not conveyed in the original instrument of Apr. 10, 1919, that is, Nos. 47, 48 and 49 and therefore an additional consideration should be received by the Custodian for these.

The other is that the meaning is not clear to me of the intendment and purpose of the three lines at the bottom of page 2 of the proposed assignment, as well as the first few lines on page 3. I cannot see that it is necessary for the purpose at hand, that the Alien Property Custodian should go a bow-shot beyond, and by way of gratuity exclude himself from making any valid objection to a misdirection, say, by the Chemical Foundation of any property or rights that he may have hitherto conveyed to them. I am not sure that this is the meaning of the lines indicated nor do I entertain the thought but that the Chemical Foundation will do the proper thing with respect to such property and rights, but I take it that there should be no misunderstanding or doubt about the interpretation of the terms of any instrument that the Custodian is asked to sign.

PLAINTIFF'S EXHIBIT No. 140.

THE JOHN HOPKINS HOSPITAL

On train to Jax 12/20/19
re: Chemical Foundation

Dear Dunbar:

Miss Keys will get for you correspondence between Choate and myself concerning additional assignments of trade mark rights & choses in action connected therewith. My letter states that 3 of these items were not covered in our deal with Chem. Foundation last spring and hence should be subject of a new deal with the Custodian. I further objected to the phraseology of the Custodian's proposed assignment. Goldstein is familiar with the entire matter, which is a title curing proposition.

Yesterday Choate pressed me further for action but I was so crowded for time I did not take it up with you. Choate says an assignment from the A.PPC. to the Foundation *subsequent to the big assignment* purports to cover 2 out of the 3 items referred to in my letter and that the 3d one he does not care about.

Please take it up with Goldstein and if he can find where the A.P.C. has already ineffectually attempted to convey these rights then we should validate his title by getting the executive order and new assignment. If we have not attempted to convey them before, we can do so now only for fresh consideration agreeable to Mr. Garvan, & Choate should be so advised.

If we do give him a new assignment the objectionable phraseology should be eliminated as per suggestion in my letter to Choate. Goldstein also knows about this. Please get at this immediately.

Heavy snow stayed with us till bed time last night but its quite mild down here (outskirts of Savannah).

Mr. Garvan promised Whitaker 2 A.P.C. stenographers. I told Whitaker we couldn't spare *any* from Bureau of Law. *Stick to it.*

Sincerely,

BOGGS.

PLAINTIFF'S EXHIBIT No. 141.

File 004802

December 22, 1919.

J. H. Choate, Jr., Esq.,
c/o Evarts, Choate, Sherman & Leon,
60 Wall Street,
New York City.

Dear Sir:

In re: Proposed assignment of choses in action to the Chemical Foundation.

Referring to your recent correspondence and conversations with Mr. Boggs, General Counsel in this matter, I would say that he on the eve of his leaving for Jacksonville, Fla. for his Christmas vacation, from which he will be back here on the 29th instant, sent me a memorandum from which I gather that subsequent to the receipt by you of his letter of the 25th ultimo, you spoke to him of there having been an assignment from the Alien Property Custodian to the Chemical Foundation of a date later than the big or general assignment of April 10, 1919; and that such later assignment covers (inadequately) two of the three items known as Nos. 47, 48 and 49, and that the third one, not covered, is a matter immaterial to you as to further covering.

Mr. Goldstein, of our Division of Patents, has made a thorough search of our records here, and as far as what we have on file here shows, there is no

trace of such later assignment in the files of the Washington office. I presume of course that you have the original of this later assignment, and that it must therefore have just missed filing here, or reference to it here must have been omitted. Therefore, if you will forward to me this original assignment, I shall be glad to take up promptly the matter of a curative assignment to the Chemical Foundation, coupled with appropriate Executive Order. However, such assignment would necessarily be along the lines of Mr. Boggs' letter to you of the 28th ultimo, with respect to the clause in your submitted draft of assignment of which he made some criticism in that letter.

If I am in error as to the purport of Mr. Boggs' memorandum to me, or mistaken as to your having such later assignment, then the Alien Property Custodian now could not only convey these two items, as an entirely new proposition, for a fresh consideration, agreeable to Mr. Garvan.

Awaiting your further advises in this matter, I remain,

Very truly yours,

C. E. DUNBAR,
Assistant General Counsel.

CED/hra

PLAINTIFF'S EXHIBIT No. 142.

004802

EVARTS, CHOATE, SHERMAN & LEON
60 Wall Street, N. Y.

Dec. 30, 1919.

C. E. Dunbar, Esq.,
Asst. General Counsel,
Alien Property Custodian,
16th & P. Sts.,
Washington, D. C.

File 004802-L

In re: Proposed assignments of choses in action to the Chemical Foundation.

Dear Sir:

In answer to yours of December 22nd, the supplemental conveyance in regard to which I spoke to Mr. Boggs was that of June 21, 1919, of which I enclose a copy. This, as you will see, covers the cerofirm and the electric boat rights Nos. 47 and 49 of our proposed new assignment.

Mr. Hoguet informs me that he has sent three copies at various times of this assignment to your office and that recently when you were again unable to find it, he sent one of his clerks down to Washington with the originals and that phostatic copies of the originals were then made. It is apparent therefore, that you must have in your office a sufficient record of this transaction.

Yours very truly,

(Sgd.) J. H. CHOATE, JR.

JHC-Jr/L
Enclosure

PLAINTIFF'S EXHIBIT No. 143.

004802

Jan. 7, 1920.

Mr. Jos. H. Choate, Jr.,
Care of Evarts, Choate, Sherman & Leon,
60 Wall Street, New York City.

Dear Mr. Choate:

Under separate cover I am returning redrafts of the proposed Executive Order and assignment. The original draft of the Executive Order is modified but eligible in the first two lines of paragraph 5. In addition to the other changes the term "in the public interest" is transposed from the first line of the 6th paragraph.

In the assignment the phrase beginning with "without any reservation," next to the last line of page 2 of the original draft, to the word "subject," on the first line of page 3 and the word "only" on the second line are eliminated.

This is the first time that I have had my attention directed to the assignment to the Chemical Foundation. These changes in the proposed assignment are made for the purpose of removing any opportunity for public criticism. Both of the orders of Mr. Polk lay emphasis upon the thought that "the Chemical Foundation has been incorporated for the purpose of holding letters patent, trade marks, and similar rights relating to the chemical and allied sciences as a trustee for American industry."

As appears in paragraph 5 in Mr. Polk's order of April 5, 1919, one of the reasons why a private conveyance was permitted to be made to the Chemical Foundation, Inc., was that a public sale as required in other cases might make it possible for patents and similar rights to fall "into the hands of purchasers

who would be unwilling or unable to carry out the purpose of The Chemical Foundation, Inc." The Executive Order which you are asking to have executed contains as its moving purpose the reason that the public interest will be best served by devoting any payments arising from the choses in action, or agreements, "to the promotion of the object stated in its charter." It seems, therefore, that it would not appear quite consistent or either proper or circumspect for the Alien Property Custodian to execute an assignment to the Chemical Foundation wherein he expressly states that the assignment is made "without any reservation or qualification whatsoever, whether by reason of anything contained in the charter or by-laws."

I am sure you will agree that the primary basis for the conveyance of payments and similar rights to the Chemical Foundation was in virtue of the aims it sought to promote and foster, as set forth in its charter, and as referred to in the orders of Mr. Polk.

The present assignment is intended to be curative of all of former assignments wherein the phrase "without reservation," and so on, appears, as well as of the question of the choses in action and rights under contracts or assignments.

If you will return the order and assignment, they will be executed as soon as possible. I shall, however, be pleased to consider any further suggestions you may desire to offer.

Very truly yours,

LUCIEN H. BOGGS,
General Counsel.

RCG:MA.

PLAINTIFF'S EXHIBIT No. 144.

EVARTS, CHOATE, SHERMAN & LEON
60 Wall Street
New York.

Jan. 21, 1920.

Lucien T. Boggs, Esq.,
Alien Property Custodian,
16th & P. Sts.,
Washington, D. C.

Dear Mr. Boggs:—

I return herewith the original and copies of your re-draft of our proposed executive order which Mr. Hoguet and I have examined and find entirely satisfactory. I hope that you will be able to have it executed as soon as possible. In the meantime, we have discovered an error or two in the proposed assignment and are preparing a corrected draft of this which I will send you shortly together with an additional schedule containing six or eight new items which ought to be added to the schedule which you already have.

I must apologize for the delay in answering your letter. It was due to the fact that just after it arrived I had to leave for Washington where I have been ever since except for a week's illness, and have, therefore, had absolutely no time for this or any other matter.

Very truly yours,

(Sgd.) J. H. CHOATE, JR.

PLAINTIFF'S EXHIBIT No. 145.

OFFICE MEMORANDUM

Feb. 10, 1920.
File 004802

To Mr. Garvan
From Mr. Dunbar

Herewith please to find proposed Executive Order for the signature of the President in the matter of curing possible defects in our previous conveyances to the Chemical Foundation, Inc., made under orders of Hon. Frank L. Polk of date Feb. 26, 1919, and April 5, 1919. There also accompanies a letter of transmittal of this order to the President for your signature. Thereupon please to put your letter and the enclosure in regular course for presentation to the President. A copy of the Executive Order also is sent herewith for your retention or for sending to the President as may be customary.

CED/HMS

PLAINTIFF'S EXHIBIT No. 146.

ALIEN PROPERTY CUSTODIAN
WASHINGTON, D. C.

February 11, 1920.

Dear Joe:

Will you please take up the matter of the enclosed Executive Order at the earliest possible moment? It is essential, and vital, that it be done.

Sincerely yours,

FRANK.

Hon. JOSEPH P. TUMULTY,
White House,
Washington,
D. C.

[Note in lead pencil: Who is Frank?]

W. W.

PLAINTIFF'S EXHIBIT No. 146-A.

Dear Governor:

"Frank" is Francis P. Garvan, the Alien Property Custodian.

THE SECRETARY,
WFJ.

12 February, 1920.

PLAINTIFF'S EXHIBIT No. 147.

A. P. C. 197

In Replying, Address Only
THE ALIEN PROPERTY CUSTODIAN
And Refer to No.

CED/HMS

ALIEN PROPERTY CUSTODIAN
SIXTEENTH AND P STREETS NW.
WASHINGTON, D. C.

February 10, 1920.

The President,
The White House,
Washington, D. C.

Sir:

Some doubt has arisen as to whether the Alien Property Custodian in conveyances made by him under orders dated February 26, 1919, and April 5, 1919, and made by the Honorable Frank L. Polk was amply authorized to sell and convey to the Chemical Foundation, Inc., certain choses in action and rights, interests and benefits in contracts or agreements determined to belong to or to be held for or for the benefit of persons declared to be enemies within the purview of the Trading with the Enemy Act and the amendments thereto.

The attached draft of an executive order is intended to be curative of the possible defect in the title and your signature to such order is therefore asked.

I have the honor to be

Very respectfully,

(Sgd.) FRANCIS P. GARVAN,
Alien Property Custodian.

encl.

Alien Property Custodian
Washington, D. C.
INCLOSURE
No. 6820
1—506

Alien Property Custodian
Washington, D. C.
INCLOSURE
No. 6820
APC 72

(Order signed and sent to State Dept. Feb. 13, 1920.)

PLAINTIFF'S EXHIBIT No. 148.

EXECUTIVE ORDER OF FEBRUARY 13, 1920.

NOTE: Same as Exhibit No. 5 attached to defendant's answer and not reprinted here. (See Record, Vol. I, page 557.)

PLAINTIFF'S EXHIBIT No. 149.

THE WHITE HOUSE
WASHINGTON

February 13, 1920.

My dear Frank:

The President signed and sent to the State Department today the Executive Order transmitted with your letter of February 10th, concerning the sale and conveyances of certain choses in action and rights, interests and benefits in contracts or agreements deter-

mined to belong to or to be held for or for the benefit of persons declared to be enemies within the purview of the Trading with the Enemy Act and the amendments thereto.

Sincerely yours,
(Sgd.) J. P. TUMULTY,
Secretary to the President.

Mr. Francis P. Garvan,
Alien Property Custodian.

PLAINTIFF'S EXHIBIT No. 150.

MINUTES OF MEETING OF ADVISORY COMMITTEE ON SALES HELD AT THE NEW YORK OFFICE OF THE ALIEN PROPERTY CUSTODIAN, 110 WEST 42ND STREET, NEW YORK CITY, ON FRIDAY, MARCH 28, 1919, AT 10:00 O'CLOCK A. M.

PRESENT:

Messrs. George L. Ingraham, Presiding,
Ralph Stone,
Benjamin H. Griswold, Jr.,
Cleveland H. Dodge,
Otto T. Bannard (Excused).

BY INVITATION:

Messrs. Joseph F. Guffey, Director, Bureau of Sales,
Francis X. Anglim, Assistant Director, Bureau of Sales,
Spier Whitaker, Assistant General Counsel,
George P. Wagner, Secretary.

The minutes of the previous meeting were read, and as corrected, approved.

New Brunswick Chemical Company.

Mr. Anglim recited the circumstances in connection with this case and his activity in trying to establish a value of the good will of this concern, and on consideration, this Committee

RECOMMENDS: That action be deferred until the next meeting.

Goetze Gasket & Packing Company.

Mr. Garvan having reported verbally on the purchaser this Committee now approves the purchaser.

Eisemann Magneto Company.

Action in this matter is deferred until the next meeting of the Committee.

F. Ad Richter.

The purchase price having heretofore been approved, the question of approval of the purchaser is referred to a sub-committee to consist of Judge Ingraham and Mr. Bannard, with power in the premises.

La Salle Portland Cement Company.

The Committee having discussed the matter of approving the purchaser of this property, action was deferred until the next meeting.

American Storage Company.

A report of investigation of the purchaser having been read and filed, this Committee now approves the purchaser, the price having heretofore been approved.

Raffloer Erbsloh Company.

The price having been approved, the matter of approving the purchaser is hereby referred to a subcommittee consisting of Judge Ingraham and Mr. Bannard, with power.

American Lumber Company.

Report of investigation of the purchaser having been filed, this committee now

APPROVES the purchaser, the price having been heretofore approved.

Select Realty Company.

Mr. McCloy, A. P. C. Counsel having appeared before the Committee and reported that Parcel No. 1 being premises 349 East 54th Street, New York City, subject to a mortgage of $7000, being held by the Select Realty Company, but not being merged, was offered for sale; that parcel No. 2 was offered for sale, being the mortgage of $7000 on the aforesaid premises; that Harry Jackson of Newberg, New York, was the highest bidder for both of said parcels. After considering the facts, this Committee

RECOMMENDS: That the sale of Parcel No. 1 be approved at $5800; that the premises be conveyed free of the mortgage; that the bid for Parcel No. 2, being the mortgage on said premises be rejected; that the matter of the approval of purchaser be referred to Judge Ingraham and Mr. Bannard, as a sub-committee with power.

Mr. McCloy further reported that Parcel No. 3 was offered for sale, being premises 351 East 54th Street, subject to a mortgage of $9000 held by a third party, the Company not being liable on the bond; that the highest bid was $100 over and above the mortgage, made by ..... Krell of New York City. After consideration, this Committee

RECOMMENDS: That the bid of $100 over and above the mortgage be approved as to price, and if the purchaser refuses to complete the sale, this Committee

RECOMMENDS: That a deed be given to the

mortgagee; that the matter of approving the purchaser be referred to Judge Ingraham and Mr. Bannard as a sub-committee with power.

Dr. Jaeger's Sanitary Woolen System Company.

Mr. Anglim reported the possibility of liquidation or a re-sale in this matter, stating that a proposed bid of $200,000 has been made, and in view of the circumstances, this committee

RECOMMENDS: A re-sale of this property.

Lutz Shipping Company.

Mr. Anglim reports sale of "John Francis," which sale was held on the 15th day of March, 1919, at 11:00 o'clock A. M. on the steps of the Custom House, Pensacola, Florida; that at said sale George W. Howe of Pensacola, Florida, was the highest bidder therefor, having bid the sum of $7300. Mr. Guffey stated that in his opinion the bid should be accepted and so recommended, and on Mr. Guffey's recommendation this Committee

RECOMMENDS: That the sale be approved as to price and purchaser subject to report of investigation.

Traun Rubber Company.

Mr. Anglim reported that on the 20th day of March, 1919, at 11:30 A. M. at the main office of The Traun Rubber Company, No. 239 Fourth Avenue, New York City, Mr. Guffey offered for sale 960 shares of the capital stock of The Traun Rubber Company; that William Schrader of 239 Fourth Avenue, New York City was the highest bidder therefor, having bid the sum of $20,000. After consideration, this Committee

RECOMMENDS: That the price be approved, subject to an arrangement by the A. P. C. with the purchaser to collect the amounts due the enemy in the sum of $101,400.15.

M. Welte & Sons Company.

Mr. Anglim reported that on the 21st day of March, 1919, at 11:00 o'clock A. M. at the main office of M. Welte & Sons, Inc., at 667 Fifth Avenue, Borough of Manhattan, New York, N. Y., Mr. Guffey offered for sale 1,762 shares of the common stock and 2,997 shares of preferred stock of M. Welte & Sons, Inc., together with certain patents and patent applications in connection therewith; that H. E. Mitchell, as Manager and agent for Otto H. Kalm, Barney Dreyfuss, L. B. Barnheim, Louis Hollweg, A. H. Jarecki, George D. Pratt, C. C. Billings, Edward Hollrook and L. D. Lovekin, was the highest bidder therefor, having bid the sum of $100,000. After consideration, this Committee

RECOMMENDS that the price and purchaser be approved, subject to filing a report of investigation.

Riedel & Company, Inc.

Mr. Anglim reported that on the 21st day of March, 1919, at 3:30 o'clock at the main office of the company, 35 West 32nd Street, New York City, N. Y., Mr. Guffey offered for sale 210 shares of the capital stock of Riedel & Company, Inc., together with certain patents, trade marks and other property in connection therewith; that George U. Tompers, 326 Broadway, New York City, was the highest bidder therefor, having bid the sum of $52,000.00. After consideration this Committee deferred action until next meeting.

Rossie Velvet Company.

Mr. Anglim having reported that on the 24th day of March, 1919, at 11:30 A. M. at the office of the company, 95 Madison Avenue, Borough of Manhattan, New York City, New York, Mr. Guffey offered for sale 400 shares of the common capital stock of the Rossie

Velvet Company that Wm. Openhym & Sons of 95 Madison Avenue, New York City, were the highest bidders therefor, having bid the sum of $592,000.00 for said 400 shares together with the remaining 100 shares offered for sale by Wm. Openhym & Sons. After consideration, this Committee

RECOMMENDS: That action be deferred until the next meeting.

International Textile Company.

Mr. Anglim reported that on the 26th day of March, 1919, at 11:30 o'clock A. M. at the principal office of the company in the City of Bridgeport, Connecticut, Mr. Guffey offered for sale 2298 shares of the common capital stock of the International Textile Company, together with certain patents, patent applications and trade marks in connection therewith; that W. B. Lasher of Bridgeport, Connecticut, was the highest bidder therefor, having bid the sum of $1,518,000. The Committee

RECOMMENDS: That the price be approved, and no action was taken as to the purchaser, pending investigation.

Heyden Chemical Company.

Mr. Anglim reported that on the 27th day of March, 1919, at 3 o'clock P. M. at the main office of The Heyden Chemical Company, at Garfield, New Jersey, Mr. Guffey offered for sale 747 shares of the capital stock of said Company, together with certain patents, trade-marks and other property in connection therewith; that Allan A. Ryan was the highest bidder therefor, having bid the sum of $1,500,000. After consideration, this Committee:

RECOMMENDS: The price and purchaser be approved, subject to report of investigation.

K. & E. Neumond, Inc.

Mr. Anglim reported that on the 19th day of March, 1919, at 11 o'clock A. M. at the principal office of the company, 501-511 Elysianfield Street, New Orleans, Louisiana, Mr. Guffey offered for sale 939 shares of the capital stock of K. & E. Neumond, Incorporated; that Ludwig Eisemann of New Orleans, La., was the highest bidder therefor, having bid the sum of $98,595.00. After consideration, this Committee

RECOMMENDS that the bid be rejected.

Chemical Foundation, Inc.

Judge Ingraham reports Judge Gray, of Delaware, has approved the charter. That the matter of the trust agreement is being referred to Judge Gray, for certain modifications as to the terms and conditions thereof.

There being no further business, this Committee adjourned, to be called at the instance of Mr. Guffey.

.....

Secretary.

Approved:

.....

Chairman.

PLAINTIFF'S EXHIBIT No. 151.

BEFORE THE FEDERAL TRADE COMMISSION.

* * * * * * *

Conference with Mr. Ramsay Hoguet, Patent Counsel for the Alien Property Custodian, and for The Chemical Foundation, Inc.

* * * * * * *

Office of Commissioner Colver,
Washington, D. C.,
June 10, 1919, 3:45 P. M.

PRESENT:

Hon. William B. Colver, Chairman
Hon. Victor Murdock,
Hon. Huston Thompson
} Commissioners.
Secretary Yoder
Mr. Hoguet

PROCEEDINGS.

Chairman Colver: Mr. Hoguet, what is this matter that you want to present to the Commission this afternoon?

Mr. Hoguet: I wanted to ask the Commission what its attitude was going to be with regard to its licensees under patents which were formerly owned by enemies and which are now owned by The Chemical Foundation. The situation as it is now is that certain licensees are operating under Federal Trade Commission licenses, paying their royalties in to the Alien Property Custodian, who pays them into the Treasury, to a fund, in accordance with Section 10 of the Act, and the patents have been seized by the Alien Property Custodian and sold to the Chemical Foundation. So

that I assume that at least for the period after the sale to the Chemical Foundation, the Chemical Foundation can recover from that fund the royalties paid by the licensees under the Federal Trade Commission licenses.

In order to regularize that situation, I suggested to Mr. Phelps that an arrangement be worked out whereby these licensees be permitted to surrender their licenses to the Federal Trade Commission, take new licenses from the Chemical Foundation on the same or similar terms, and in the case of these pharmaceuticals like arsphenamine and neoarsphenamine under the same regulation by the same committee, so as to have their royalties paid direct to the Chemical Foundation instead of into the fund and then from the fund to the Chemical Foundation.

I have to apologize to you gentlemen because of a misunderstanding that arose between Mr. Phelps and myself, by which I assumed that such an arrangement had actually been reached, and wrote several licensees to that effect. I saw Mr. Yoder about a month ago, and I explained the matter to him, and subsequently sent out letters correcting that misinformation.

Commissioner Murdock: Did you send those letters to each of the persons to whom you sent the first notification?

Mr. Hoguet: Yes, I think so; so far as I know. It is unfortunate that I misunderstood Mr. Phelps.

Mr. Phelps suggests to me today the possibility that the peace treaty may not fully ratify the acts of the Alien Property Custodian with regard to this sale, so that the title of the Chemical Foundation to these patents may be in doubt, and suggests the advisability of the licensees retaining their Federal Trade Commission licenses, and also taking a license from the Chemical Foundation, until the peace treaty is actually signed and we know exactly what the terms are.

That appears to me to be a very valuable suggestion. But unfortunately, representing the Chemical Foundation, it would be rather difficult for me to urge the licensees to fall in with it. But I think that it would be a very good thing if the Commission could urge the licensees to do this, and I certainly should not offer any opposition to it.

Commissioner Murdock: If it will not interrupt you, tell us what the Chemical Foundation is.

Mr. Hoguet: I brought over a little literature for you, thinking that you might ask about this, and I will submit that to you.

Commissioner Murdock: All right. Tell us about it.

Mr. Hoguet: We found, that is, in the Alien Property Custodian's office, that the dye and chemical industry here was absolutely controlled—not absolutely, but to a very large extent—by American patents owned by German interests which were being held here simply for the purpose of preventing manufacture. As an instance of that, the Badische Anilin und Soda Fabrik held about five hundred patents in the United States and never had actually worked one of them. The importations of several of the important pharmaceuticals like arsphenamine, for instance, novocaine, and a number of the products made by Meister Lucius & Bruning, of Hoechst, were being presented by those patents that they owned here. Those patents were used simply to protect importation and prevent manufacture in this country.

The manufacturers came to the Alien Property Custodian and suggested that because of the way in which the act was drawn it was impossible to obtain adequate relief in a situation of that sort in any other way except by an ouster of the Germans from the ownership of the patents, because, they said, "If we take a license under that act as it stands at present,

we have to pay a 5 per cent royalty to our immediate competitor, who is not restricted from importation, and we thereby establish a 10 per cent differential between ourselves and the importer." There is no protection afforded here as against importation, and the manufacturer in this country is handicapped to the extent of 10 per cent with respect to his competitor's importer. That is what they are trying to avoid.

Chairman Colver: Is there any tariff on these products?

Mr. Hoguet: On some of them; yes. We are now trying to get an additional tariff; but, as one of these men put it, this is like the man whose mother-in-law died, and the undertaker inquired whether he should cremate her or bury her at sea or dig a hole in the ground, and he said "Do all three, and take no chances." That is about the situation here.

Commissioner Murdock: Then the feeling that there was a restriction upon them under the license system provided for by Congress led to the establishment of the Chemical Foundation?

Mr. Hoguet: Yes.

Commissioner Murdock: Now, what is the Chemical Foundation?

Mr. Hoguet: The Chemical Foundation is a quasi-trustee corporation. That is, it is a private corporation, all the stock of which is owned in small lots by the people in the industry. They are now distributing it, and the idea is to let no person in the industry own more than a thousand dollars' worth of stock. The stock capital is $500,000 divided into $400,000 of preferred and $100,000 common. The preferred is non-voting stock, which is retirable at par at any time after 1921, and the common stock is the voting stock, which according to the plan will be sold one share to each person in the industry; and then, for additional protection against any one interest dictating the policies

of the Foundation, this stock is put into a voting trust for seventeen years. The voting trustees are Mr. Otto Bannard, Mr. Cleveland Dodge, Judge Ingraham, Mr. Ralph Stone of Detroit, and Mr. Griswold of Baltimore. They are the gentlemen who are serving as the advisory sales committee of the Alien Property Custodian; so that they will control the policies of the concern.

Commissioner Murdock: Are all those terms coterminous?

Mr. Hoguet: Of the patents?

Commissioner Murdock: No; of the trustees.

Mr. Hoguet: Yes. They are a self-perpetuating body for seventeen years. We said seventeen years as being the life of the patents we are taking over.

Commissioner Murdock: Now will you explain—because this is all virgin to me, and I would like to know—how does this quasi trust that you speak of get the right to grant a license for the use of the patent; by purchase?

Mr. Hoguet: The Foundation purchases the patents from the Alien Property Custodian, and, as the owner of the patents, issues non-exclusive licenses to American manufacturers who propose to manufacture in the United States; and it will also use the patents to prevent importation by the Germans after the war.

Commissioner Thompson: Is this Chemical Foundation the creation of the Alien Custodian?

Mr. Hoguet: It is the creation of the Alien Custodian at the suggestion of the industry; that is, the Manufacturers' Chemical Association and the American Dyes Institute and other organizations of that sort were back of the movement.

Chairman Colver: Does any American dye manufacturers or any American concern which desires to become a dye manufacturer have equal opportunity, on equal terms, to secure its license?

Mr. Hoguet: Oh, yes. Licenses will be non-exclusive, on equal terms, at the same royalty.

Chairman Colver: And to anybody?

Mr. Hoguet: Yes; to anybody who can show his true Americanism.

Commissioner Thompson: Does he have to qualify on a financial basis in any way?

Mr. Hoguet: The idea is to prevent the industry from being injured by fly-by-nights and irresponsibles getting into it, and in every application for a license they make pretty searching inquiries as to the man's financial stability, his ability to turn out the product, and so on

Commissioner Thompson: Who passes on that—Mr. Dodge and these other men?

Mr. Hoguet: The voting trustees and the directors of the corporation. The directors are Mr. Garvan, the Alien Property Custodian, who is the president; Mr. Douglas I. McKay, who was colonel on the General Staff during the war, and who is vice-president; and the treasurer, Mr. George J. Corbett, who is the assistant secretary of the Central Union Trust Company of New York. We have Mr. Samuel A. Tucker, who was manager in the gas service during the war, as a chemical adviser, and we are building up a force recruited from the War Trade Board and Alien Property Custodian's office and such places for the purpose of investigation.

Chairman Colver: Is this Chemical Foundation a corporation for profit?

Mr. Hoguet: No. The idea is to redeem the preferred stock out of the royalties as soon as possible, and then use any income that is received from it for research work and the promotion of the chemical industry in the United States.

Commissioner Thompson: Has the Chemical Foundation been approved by the President; do you know?

Mr. Hoguet: Yes; it has. Perhaps I had better not put this on the record.

Commissioner Thompson: All right.

(Discussion off the record.)

Commissioner Thompson: I have read some executive order in which, I think, Mr. Pope signed this thing——

Mr. Hoguet: Yes.

Commissioner Thompson: And in which he refers to some approval by the President. Is that correct?

Mr. Hoguet: The order does not refer to approval by the President, but I understand that this order was submitted to the President for signature by Mr. Pope.

Commissioner Thompson: There is nothing on record to show that the President, however, issued any order himself?

Mr. Hoguet: No. I think what you have in mind, Mr. Thompson, is the fact that there is an executive order delegating certain powers to Mr. Pope during the President's absence.

Commissioner Thompson: Yes, I know there is. I have read that. Then following that order there is some sort of a statement issued by Mr. Pope in which he recites something about this Chemical Foundation?

Mr. Hoguet: There is an executive order by Mr. Pope, made under the authority of the executive order of December 3, which delegated the President's authority to Mr. Pope, permitting the private sale by the Alien Property Custodian of the patents in question to the Chemical Foundation.

Commissioner Thompson: What do you understand is the situation with respect to licenses under that executive order of the President's creating the Alien Custodian? Do we as a commission cease to have any review of licenses after that?

Mr. Hoguet: As I understand the situation, the Commission loses its jurisdiction to issue licenses on

enemy-owned patents as soon as the patents cease to be enemy-owned. As soon as the Alien Property Custodian seizes the patent, the patent becomes vested in the Alien Property Custodian, a citizen, and therefore is no longer enemy-owned.

Chairman Colver: That is my understanding; but my understanding is also that the Alien Property Custodian seized only so much of a patent as remained after any license or licenses were issued by the Federal Trade Commission; that is, he seized the remnant of the patent; he seized the patent with the burden of the licenses on it, and then when he sells it he sells that alien-owned patent to an American citizen or concern with the burden of the Federal Trade Commission's license upon it.

Mr. Hoguet: The Federal Trade license is irrevocable except by the Commission.

Chairman Colver: Or by court.

Mr. Hoguet: Or by the court, under the provisions of the act, until the year after the war. It may be granted for the life of the patent; all the licenses are granted for the life of the patent, as I remember; consequently the patent is burdened with that license where it is seized. It is as if the Alien Property Custodian seized a building, a room of which had been leased to a lessee; he would take it subject to the lease.

Chairman Colver: That is exactly as we understood it. I think you were present when we talked the thing over with the Alien Property Custodian at one time.

Mr. Hoguet: Oh, yes; we had a number of conferences some months ago.

Chairman Colver: It would seem to me that the situation is something like this: Here are a number of patents, alien-owned, which have been seized and sold to the Chemical Foundation. Some of those pat-

ents, if not all of them, have had one or more Federal Trade Commission licenses issued against them, and are in the hands now of licensees. The Federal Trade Commission can revoke those licenses—can revoke any license, since it made all of them revocable. Investment has been made, presumably, under the Federal Trade Commission's license, and there is more or less of a vested right there. The right of the Federal Trade Commission to revoke the license was based on the non-user of the license or abuse of the license. A sale to the Alien Property Custodian was not contemplated and is not provided for. Now, it seems to me that in this particular case the Chemical Foundation succeeds to the rights of the alien owner of the patent.

Mr. Hoguet: Yes.

Commissioner Murdock: How is that?

Chairman Colver: The Chemical Foundation, by its purchase from the Alien Property Custodian, succeeds to all the rights and nothing more than the rights of the alien enemy owner of the patent. The rights of the alien enemy owner of the patent, in so far as this particular controversy is concerned, are described in Section 10 (f); and that paragraph provides that within a year—it is not at the end of a year, but within the year——

Mr. Hoguet: Within the year after the end of the war.

Chairman Colver: (Continuing:) Within the year—he does not have to wait a year, but within a year after the end of the war—the enemy owner of the patent (or in this case his successor, the Chemical Foundation) can be heard to come into court and move, first, that the license be cancelled by the court, or that the terms of the license as to royalty and conditions of manufacture, and that sort of thing, may be revised

by the court, or that the licensee may be forbidden to exercise his rights as a licensee any longer, but in return, and before he ceases, must be recouped for any investment that he has made, and made whole again. It is very clear, to my mind, that that is what that paragraph meant. That is three things. Then there are other alternatives in the paragraph as to how the enemy owner of the patent (or its successor in this case, the Chemical Foundation) can come in and either get possession of the patent or enjoy the royalties from the patent that have been fixed by the Federal Trade Commission.

Mr. Hoguet: If I may suggest, he recovers from the fund which has been paid by the licensee.

Chairman Colver: Yes.

Mr. Hoguet: That fund does not fix the amount of his recovery, however. It is a guarantee.

Chairman Colver: Now, it seems that the only power that the Federal Trade Commission has—this is my own opinion—the only power that the Federal Trade Commission has now is either to revoke the license or to accept a voluntary surrender of the license. As to revoking the license, the whole theory in law seems to be opposed to that.

Mr. Hoguet: That would be unfair.

Chairman Colver: That would be unfair, and it would be unthinkable, in my opinion, for the Commission to consider that. So that leaves only the acceptance of a voluntary surrender. If that is true, then it does not seem that the Federal Trade Commission has the right to urge, encourage, or invite such surrender; and certainly no one else would have such a right. The licensee has something. He has a vested right; he has something which he has paid for; he has complied with the law, and, so far as has been shown, has used his license properly, and he is the one to make the elec-

tion now as to what he shall do. When it comes to the device of substituting a license from the Chemical Foundation for the Federal Trade Commission license, that is a thing that I do not see how the Federal Trade Commission could know anything about. That is none of its business. Certainly the licensee under a license if the Federal Trade Commission does not need another license from the Chemical Foundation. The propriety of the substitution of the license from the Foundation for the Federal Trade Commission license, or the feasibility of having the licensee take out two licenses instead of one, when one is all he needs, raises a question that goes to the whole law, I should think, so clearly that it would be a matter that under our ordinary practice we would have to refer to the Attorney General. That is something that we have nothing to do with.

Mr. Hoguet: Mr. Colver, is not that rather a matter for the licensee?

Chairman Colver: It all depends on the degree of his spontaneity. If this is really voluntary on his part, that is well and good.

Mr. Hoguet: Of course, I may say that most of these licensees are stockholders of the Foundation, and the more important of them are the fathers of the scheme.

Chairman Colver: Yes. The cornerstone of the theory of the Federal Trade Commission's administration of the Trading with the Enemy Act has been to avoid substituting a home-made monopoly in any line of manufacture for a monopoly that prior to the war had existed in alien enemy ownership. That is why we made the licenses, without exception, non-exclusive and revocable, and that is the one thing that we have safeguarded, I think, more jealously than anything else, to avoid substituting one monopoly for another, we being the custodians of competition.

Mr. Hoguet: I may say that of course this scheme implies no criticism of what the Commission has been doing. These licensees and those companies that are interested in the plan have simply tried to go further than the Commission could under the Act; that is, they have put the monopoly in hands which could enforce it as against the enemy to prevent his importation and thereby protect the industry here after the war. That is what they were aiming at.

Secretary Yoder: Provided, of course, the agreement is included in the peace treaty, as to patents?

Mr. Hoguet: If the peace treaty ratifies the acts of the Custodian to the extent of patent transfers; yes.

Secretary Yoder: But if it does not?

Chairman Colver: I do not see that the matter of the Federal Trade Commission licenses has anything at all to do with preventing the former alien owner of the patent from importing after the war.

Mr. Hoguet: No.

Chairman Colver: The only right he had left when you bought his patents was the right to import or manufacture here under his license, but subject to the competition of the licensees.

Mr. Hoguet: Exactly.

Chairman Colver: Now, if you bought that remnant as against him, you can keep him from importing?

Mr. Hoguet: That is the idea.

Chairman Colver: And the outstanding Federal Trade Commission licenses——

Mr. Hoguet: Continue.

Chairman Colver: Continue. So the possession of them or the cancelling of them does not aid you at all as against the former enemy owner?

Mr. Hoguet: Not in the least. It is simply a matter of facilitating the mechanism of the collection of the royalties.

Chairman Colver: It seems to me that is all there is left.

Mr. Hoguet: That is all there is to it. The idea is simply to enable the Foundation to collect the royalties direct from the licensee, instead of having to go into court within a year after the war, under the provisions of the statute, and recover them through the medium of a court proceeding.

Chairman Colver: That seems to be all there is left, and that is a part of the law with which the Commission has no business at all; because we were told by the law to issue or not issue licenses, and issue them under any terms that seemed to be best and were acceptable, and the license having been issued then it was the duty of the Secretary of the Treasury to receive the royalty and to hold it subject to the disposition to be ordered by a court later. Now, there is no ground that I can see where we can come in and change the operation of that law. We have issued the license, and the only thing we can do is to accept a voluntary surrender or to revoke the license; and we are all agreed—Mr. Hoguet agrees—that for us to revoke these licenses is not a thinkable thing.

Mr. Hoguet: I should not for a moment urge the Commission to revoke a license that had been granted and upon which a man had made an investment.

Chairman Colver: How many licensees are involved here?

Mr. Hoguet: I could not say. Roughly, all those which manufacture dyes and pharmaceuticals.

Chairman Colver: Of course, many of them hold a number of licenses from us, but I wonder how many individuals and concerns there are. Do you know?

Mr. Hoguet: I think not more than ten or a dozen are involved in this.

Chairman Colver: How long is your mailing list that you send communications to?

Mr. Hoguet: I think that is about all. I could not say offhand. There were four or five licensees under the arsphenamine patents, and then practically the only other were the Du Pont National Aniline Company, which had licenses under the dye patents, a few scattering other ones like the Pacific Flush Tank Company, the Imhoff patents, and one or two others whose names I do not remember at the present time; but I should say that ten or a dozen licensees were about all that were involved.

Commissioner Thompson: What sort of replies did you get from those letters. Did they want to voluntarily surrender them?

Mr. Hoguet: Nearly all of them offered to surrender them before we approached them at all. That is, the Du Pont National Aniline Company and some of the pharmaceutical manufacturers were the principal powers behind this plan, and they took that matter up when the thing was in its inception.

Commissioner Murdock: I am not clear as to what becomes of the royalty in the shift from the Federal Trade Commission license to the Chemical Foundation license. What becomes of the royalty which may be recovered by the original owner of the patent in Germany?

Mr. Hoguet: As to that there is a difference of opinion. The act says that the owner of the patent may come into court within a year after the war and recover the royalties from this fund. Now, whether that means the owner at the time the application was made to the court, or whether it means that the royalties deposited in the fund will be apportioned according to the length of ownership, I do not know.

Commissioner Murdock: Take it in a case where there has been no assignment.

Mr. Hoguet: The original German owner comes

in and recovers the entire royalty. In this case there has been an assignment by operation of law, that is, by seizure. Now, whether the royalties will be apportioned as of the date of that seizure or not, I do not know. Mr. Phelps, in the interest of one of his clients, claims that the owner at the time the suit is brought, is entitled to all of the royalties. I cannot say that I fully share that opinion with him, and the matter is now being put up to the Department of Justice for decision.

Commissioner Murdock: Will the licensee under the Chemical Foundation have in his possession funds which are recoverable by the German owner of the patent?

Mr. Hoguet: Not under that license; no—not unless he has been previously a licensee of the Federal Trade Commission. The act provides that in case the 5 per cent. fund is insufficient to meet the royalty adjudged to the patent owner by the court, the patent owner shall recover the balance against the licensee; but in the case of a license from the Chemical Foundation, assuming the title of the Chemical Foundation to be good, the only remedy of the German ex-patent-owner will be against the proceeds of the sale from the Alien Property Custodian to the Chemical Foundation, in accordance with Section 7 (c) as amended by the amendment of November 4.

Commissioner Thompson: Your control would only extend for a year after the war?

Chairman Colver: No; they must bring their suit within a year.

Mr. Hoguet: The suit to recover royalties paid under the Federal Trade Commission license must be brought within a year.

Commissioner Thompson: I mean, how will the license be restored to the original owner, if ever?

Mr. Hoguet: The patent?

Commissioner Thompson: Yes.

Mr. Hoguet: It will never be. The Federal Trade Commission license is for the life of the patent. He can never get it back. All he can get are his royalties.

Chairman Colver: The only thing that the alien owner or his successor, in this case the Foundation, has now is the patent less the license, and the only way he can get the license back would be for the Federal Trade Commission either to revoke or accept a surrender of the license, in which case naturally the patent still in the hands of the alien or of the Foundation would be enlarged by just that much; that is, just that much burden would be taken off the patent.

Mr. Hoguet: As Mr. Colver says, the Foundation steps into the shoes of the enemy owner.

Commissioner Murdock: Exactly.

Mr. Hoguet: And it can recover in this suit brought within a year after the war against this fund which has been paid under the Federal Trade Commission licenses.

Now, my suggestion is this: Why force the Chemical Foundation to bring this suit? Why not allow the licensee to surrender his license to the Federal Trade Commission, take a new license from the Chemical Foundation, and pay his royalties direct?

Chairman Colver: You will have to bring a suit anyway for the royalties that have accrued to May?

Mr. Hoguet: Yes; but it is only a couple of months. These amounts are inconsiderable.

Commissioner Murdock: But does not the Federal Trade Commission licensee really have some advantage in court as against a possible German suit, over the position of a licensee of the Chemical Foundation as against a suit by the original German owner of the patent?

Mr. Hoguet: A suit by the original German owner of the patent against the licensee of the Chemical Foundation is impossible.

Commissioner Murdock: You said a few minutes ago that he could sue for recovery of his rights——

Mr. Hoguet: Against the Alien Property Custodian.

Commissioner Murdock: Yes; that is right.

Mr. Hoguet: Not against the licensee.

Commissioner Murdock: Well, does not the original German owner of the patent have an advantage in a suit against a Federal Trade Commission licensee as against a suit against the Alien Property Custodian?

Chairman Colver: No; it is the other way around.

Commissioner Murdock: No, I don't know.

Mr. Hoguet: I get Mr. Murdock's point. His point is this: If the enemy owner is limited by Section 7 (c) as amended, to the proceeds of the sale, he is in no position to attack the licensee at all, whereas if the licensee is a licensee under a Federal Trade Commission license, the suit is directly against him by the German patent owner.

Commissioner Murdock: That is my idea.

Mr. Hoguet: That is, you are protecting your licensee by giving him a Chemical Foundation license, because you interpose between him and the German patent owner the Alien Property Custodian, and you limit the recovery of the enemy patent owner to the proceeds of the sale.

Secretary Yoder: But is not his protection from the Federal Trade Commission license founded on an Act of Congress, whereas the other is not founded on legislation?

Mr. Hoguet: I hope it is founded on legislation; because if it is not, it is no good.

Secretary Yoder: I mean, aided by legislation.

Mr. Hoguet: No; I think not. I think the ad-

vantage to the licensee is all in favor of the Chemical Foundation scheme, because he knows exactly what his rights are. His royalty obligations are fixed once and for all, and he does not have to have his license reviewed by a court. I may say that I asked Dr. Hersey, the chief chemist of the General Chemical Company, why he had not taken any licenses out under the Trading with the Enemy Act with the Federal Trade Commission. He said "Because we did not know where we were going to get off. We were subjecting ourselves to litigation after the war, in which our royalty might be increased to a rate which would be prohibitive, and we did not care to invest the necessary money to develop this industry under that license, with that staring us in the face."

Chairman Colver: They could always surrender it, of course—get out from under by surrendering.

Mr. Hoguet: Well, of course he would lose his investment, and subject himself to suit for infringement. Of course that is his personal view.

Commissioner Murdock: Of course, an expression in the peace treaty on this proposition is vital to your whole project.

Commissioner Thompson: The peace treaty is all published in the *New York Times* today. Have you read it?

Mr. Hoguet: I have read those portions of it that affect the Alien Property Custodian.

Commissioner Thompson: I was going to ask what is the effect.

Mr. Hoguet: Our opinion in the Alien Property Custodian's office is that the treaty is an eminently satisfactory one so far as we are concerned.

Chairman Colver: Has any letter been written to these licensees by the Commission on this subject?

Secretary Yoder: Just a letter of explanation.

Some of them protested against surrendering their licenses.

Commissioner Thompson: Several of them wrote in to us, and we simply said we had made no ruling.

Mr. Hoguet: I think that was the Sterns Roger Manufacturing Company of Denver. They wrote to me and wanted to know whether they ought to surrender or not. I wrote back that it was entirely up to them; they would have to get the consent of the Commission anyway.

Chairman Colver: It would seem that the Federal Trade Commission is obligated to "tote fair" with its licensees. Those American concerns which did come in when we were at war, and did take the chance, which the General Chemical Company expert advised them was a chance—so great a chance that they would not take it—those who did come in and did cast their fortunes with the Federal Trade Commission, and did take their licenses and did develop the business, must now certainly have the right to say whether or not they are to continue under that license which they got at that time, provided, of course they have not abused it and not non-used it. The only two grounds we have are abuse and non-use.

Mr. Hoguet: That is their undoubted right, Mr. Colver.

Chairman Colver: And it is our undoubted obligation to protect them in that right. Any surrender must be a voluntary surrender, and we have, I think, no right at all to suggest that they substitute now some other license, if they can get it, for a perfectly good license which they are to surrender. Of course it is immaterial to the Federal Trade Commission except that all the rights of its licensees are scrupulously observed. It seems a pity to make these people travel a long distance. It seems to me it would be quite possible for the Commission itself to take the

matter up with each one of these licensees; perhaps make its letter the medium of conveying the proposition of the Chemical Foundation, and say to them, "Here is the proposition that is made. On the other hand, you have a Federal Trade Commission license. You can choose freely between the two, and let your choice be a free choice."

Mr. Hoguet: I think that would be a very good way of handling it.

Chairman Colver: We would put them under notice that they do not have to surrender. I would like to be thoroughly satisfied that——

Mr. Hoguet: They are acting voluntarily?

Chairman Colver: Yes; and I would like to be thoroughly satisfied, too, before the complete patent monopoly passes into the hands of any one concern, the Chemical Foundation or anybody else, that the tests for future licenses will be perfectly fair, so that the monopoly can not be substituted for the competition which was brought about by the issuance of these licenses by the Federal Trade Commission.

Commissioner Murdock: Is the Chemical Foundation in any sense a Government body?

Mr. Hoguet: It is a Government body in that it is run by the Alien Property Custodian, Mr. Garvan, personally, and under the direction of gentlemen who constitute the advisory sales committee of the Alien Property Custodian.

Commissioner Thompson: They are not responsible to the Government, though, are they?

Mr. Hoguet: Oh, no.

Commissioner Murdock: They make no annual reports?

Mr. Hoguet: No.

Chairman Colver: They are not members of that board of trustees ex-officio?

Mr. Hoguet: Oh, no.

Chairman Colver: It is just incidental?

Mr. Hoguet: They were named because they were gentlemen of very high caliber, and who were in sympathy with the purposes of the Custodian's office.

Chairman Colver: Yes; but of course the Alien Property Custodian and his staff will not be in existence after seventeen years?

Mr. Hoguet: Oh, no.

Chairman Colver: So they are not there ex-officio, but that is incidental, and for very good reason, of course.

Mr. Hoguet: Yes; as individuals.

Chairman Colver: So the answer to your question, "Is it a Government body?" is, "It is not."

Mr. Hoguet: As I said, it is in the sense that people who have been working with that particular governmental agency are interested.

Commissioner Thompson: Mr. Garvan, I presume, is out of it now, is he not?

Mr. Hoguet: No; he is working on the Foundation a great deal, as a matter of fact. He is very keen about it.

Chairman Colver: What do you think of the suggestion that we convey to each one of these licensees a statement—any such statement as the Foundation wants to make, and with any such statement as we want to make of our understanding of their rights provided they do not wish to surrender their license; make it a perfectly clear election on their part?

Mr. Hoguet: I do not think there is any necessity of making it an inter-partes matter, so to speak, Mr. Colver. I think the Foundation would be entirely satisfied to have the Federal Trade Commission write any letter it pleases to these licensees.

Chairman Colver: I would rather have you suggest the description of your device. I do not believe any of us here in the room could attempt to describe it.

Mr. Hoguet: We would be very glad to do that.

Commissioner Thompson: I am rather impressed with the idea, at first blush, that we ought to put the proposition right up to the Attorney General and ask him to advise us what we ought to do.

Chairman Colver: I think so; especially with respect to that part of the law which is not under our supervision at all, namely, the custodianship of the royalty and the final disposition of that royalty.

(Thereupon, at 4.45 P. M., the conference adjourned.)

PLAINTIFF'S EXHIBIT No. 152.

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Cable Embojava
Western Union Code

June 28, 1919

Hon. A. Mitchell Palmer,
Attorney-General,
Department of Justice,
Washington, D. C.

My dear Mr. Palmer:

I have been considering bringing a suit immedi-

ately upon the termination of the war, on behalf of The Chemical Foundation, Inc., for the recovery of royalties paid under Federal Trade Commission licenses under patents which the Chemical Foundation now owns. I had quite a talk with Mr. Ferry last night and we agreed that it was desirable for such a suit to be brought immediately so that the Act might be interpreted in a litigation conducted by persons who were in full sympathy with one another. As you know, Section 10 is very obscure and we think it would be better to have it interpreted in a litigation which we could control rather than in a suit brought by an enemy or by some other purchaser of a United States patent from the Alien Property Custodian.

If you will assign somebody to this work, I shall be more than happy to co-operate with him in the matter. It is my idea that this litigation should be a more than friendly one, conducted in thorough understanding between the Alien Property Custodian's office, the Attorney-General's office and The Chemical Foundation, Inc.

Believe me,

Sincerely yours,

(Sgd.) RAMSAY HOGUET.

RH:P.

* * * * * * *
* 9-17-157-3 *
* Department of Justice *
* Jul 5 1919 A. M. *
* * * * * * *

PLAINTIFF'S EXHIBIT No. 153.

[Department of Justice Cut]

Office of
The Private Secretary

July 3, 1919.

Mr. Brown:

In the Attorney General's absence I am sending this to you for your attention.

R. T. SCOTT.

Mr. Whitaker:

Yes, but conduct suit at arm's length in every respect. All right to have all possible friendliness but no special concessions which might open way to later complications.

L. B.

PLAINTIFF'S EXHIBIT No. 154.

SW-PD
9-17-157

July 8, 1919.

Mr. Ramsay Hoguet,
149 Broadway,
New York City.

Sir:

In re The Chemical Foundation, Inc.

In reply to your letter of June 28th respecting proposed action on behalf of the Chemical Foundation, Inc., you are advised that this matter will be handled by Mr. Spier Whitaker, who has been appointed Special Assistant to the Attorney General in connection with cases arising under the Trading with the Enemy Act.

There appears no reason why the action should

not be conducted in a friendly manner, but, insofar as all legal questions and propositions which may be involved are concerned, it would appear necessary to conduct the litigation in every respect at arm's length.

Respectfully,

For the Attorney General,
(Signed) LaRUE BROWN.
Assistant Attorney General.

PLAINTIFF'S EXHIBIT No. 155.

Assignment by Francis P. Garvan as Alien Property Custodian to Chemical Foundation, Inc., dated March 1, 1921.

NOTE: Same as Exhibit I to bill of complaint and not reprinted here. (See Record, Vol. I, page 472.)

PLAINTIFF'S EXHIBIT No. 156.

Assignment by Thomas W. Miller as Alien Property Custodian to Chemical Foundation, Inc., dated April 27, 1921.

NOTE: Same as Exhibit J to bill of complaint, and not reprinted here. (See Record, Vol. I, page 480.)

PLAINTIFF'S EXHIBIT No. 156-A.

Schedule attached to assignment of April 27, 1921, Plaintiff's Exhibit No. 156.

NOTE: Same as Schedule 20 of Exhibit G to bill of complaint and not reprinted here. (See Record, Vol I, page 490.)

PLAINTIFF'S EXHIBIT No. 157.

Assignment by Thomas W. Miller as Alien Property Custodian to Chemical Foundation, Inc., dated November 5, 1921.

NOTE: Same as Exhibit K attached to bill of complaint and not reprinted here. (See Record, Vol. I, page 485.)

PLAINTIFF'S EXHIBIT No. 157-A.

Schedule 3, attached to assignment of April 5, 1921, Plaintiff's Exhibit No. 157.

NOTE: Same as Schedule 21 of Exhibit G to bill of complaint and not reprinted here. (See Record, Vol. I, page 491.)

PLAINTIFF'S EXHIBIT No. 158.

TRUST FILE.
In Re Trust No. 963.
February 5, 1918.

Pacific Flush Tank Company,
4241 Ravenswood Ave.,
Chicago, Ill.

Gentlemen:

In reply to your letter of January 29, 1918, with reference to the deduction of $500.00, from the amount of royalties owing to Dr. Karl Imhoff, which sum was paid out for a license from the Federal Trade Commission, we beg to inform you that in the opinion of

our Bureau of Law such deduction cannot be allowed by this office.

However, you may file claim for this amount with the Alien Property Custodian under Section 9 of the Trading with the Enemy Act. When you make returns on the demand which we have sent to you, you will please include therein all sums collected by you in behalf of Dr. Karl Imhoff up to the date of the license issued you by the Federal Trade Commission. After the date of the license by the Federal Trade Commission, you will be responsible for payments of the royalties fixed by the Commission to the Alien Property Custodian.

Trusting that you will give this matter your immediate attention, we are,

Very truly yours,

Assistant Director,
Bureau of Trusts.

EIMc:MF.

PLAINTIFF'S EXHIBIT No. 159.

FEDERAL TRADE COMMISSION
WASHINGTON

WILLIAM J. HARRIS, Chairman
JOSEPH E. DAVIES
WILLIAM B. COLVER
JOHN FRANKLIN FORT
VICTOR MURDOCK

LEONIDAS L. BRACKEN, Secretary

Address
FEDERAL TRADE COMMISION
In Replying Please quote
Ex. K 1

February 12, 1918.

This letter was received by me 2/19/18
E. I. Mc.

Mr. F. J. Horne,
Assistant Director Bureau of Trusts,
c/o Alien Property Custodian,
Washington, D. C.

Dear Sir:

Your letter of February 5th to the Pacific Flush Tank Company has been transmitted by that Company

to this office. Our impression is that the $500 license fee might possibly be chargeable to Imhoff, and we would be glad to have an expression of your views showing the reasons why you have apparently come to an opposite conclusion.

Very truly yours,
FEDERAL TRADE COMMISSION,
(Sgd.) L. L. BRACKEN,
Secretary.

E.S.R./J.E.S.

ALIEN PROPERTY CUSTODIAN
Received Feb. 13, 1918
Noted ..... Date .....
Ans'd 2/19 E. J. Mc.

PLAINTIFF'S EXHIBIT No. 160.

LEAGUE OF MINNESOTA MUNICIPALITIES
ORGANIZED AUGUST 21, 1913

President
MICHAEL BOYLAN
Former Mayor, Virginia
Vice-President
GEORGE G. MAGNUSON
Com. of Finance and Accounts
St. Cloud
Secretary-Treasurer
RICHARD R. PRICE
Director of University Extension
University of Minnesota
Minneapolis

Trustees
J. A. FARRELL
Alderman, Duluth
CHAS. P. [illegible]
City Attorney, Red Wing
J. N. NICHOLSEN
Attorney, Austin
Executive Secretary
E. L. BENNETT
Secretary of the Municipal Reference Bureau
University of Minnesota
Minneapolis

Sixth Annual Convention
October 16-17, 1918
ROCHESTER

Address reply to the University of Minnesota
Minneapolis, Minn.,
March 13th, 1918.

Mr. A. Mitchell Palmer,
Custodian of Alien Property,
Washington, D. C.

Dear Sir:

I have seen a copy of a letter written to you by

Burns and McDonnell, of Kansas City, under date of March 11, 1918, on the subject of the disposition of the patent rights of Dr. Karl Imhoff of Essen, Germany, on the Imhoff tank system of sewage treatment.

Speaking for the League of Minnesota Municipalities, I wish to convey our complete endorsement of the suggestion that the rights to use the processes covered by the Imhoff Patents be not sold, but dedicated to the service of the American people who live in municipalities. We esteem it a matter of vital importance in the conduct of the war that municipalities shall protect the health and the lives of their citizens, and of other American citizens whose water supply might be contaminated by the absence or inefficiency of sewage treatment. It is needful both that the sewage be treated effectively, and that it be treated as cheaply as may be. In all but a few cases that means the use of Imhoff tanks. We believe that the use of this process should not be hampered or restricted, especially as such restriction ultimately involves financial gain for an alien enemy, and typhoid fever and deaths for Americans. We believe that the patent should not be sold to an American, as that would not relieve the cities and villages of America from the payment of royalties for the use of a natural process, but would merely change the destination of a part of the profits. The people of our municipalities, who need the protection, would find the obstacle of a royalty still confronting them. We see no reason why this process, so essential for the protection of the public health, should fall into other private hands.

We realize that it may require action by Congress to effect the dedication desired. Will you kindly advise us at your earliest convenience whether this is the case. If this should be found to be so, we respectfully request that you ask such authority from Congress. We have complete confidence that the proposed dedi-

cation to the public of these patent rights will be adequately justified by the increased availability of these processes for the safeguarding of American health and American lives.

Very truly yours,

LEAGUE OF MINNESOTA MUNICIPALITIES,
(Sgd.) E. L. BENNETT,
Executive Secretary.

ELB:MG

P. S. The League of Minnesota Municipalities is comprised of some one hundred twenty villages and cities of Minnesota, including all but a very few of those cities having three thousand or more inhabitants, and representing fully ninety per cent. of the urban population of the state. Most of the League members have sewer systems, but enough in and out of the League still need them to make it a very important matter for the state. The enclosed folder shows further the character of the League.

E. L. B.

ALIEN PROPERTY CUSTODIAN
Received Mar. 16, 1918
Noted ..... Date .....
Ans'd ..... Date .....
Report No. ... Trust No. ...

PLAINTIFF'S EXHIBIT No. 161.

S. FISCHER MILLER, Pres. W. H. MILLER, Treas. E. L. WALCOTT, Vice-Pres. L. E. REIN, Secy.

PACIFIC FLUSH-TANK COMPANY
MANUFACTURERS OF
Siphons for Flushing Sewers
Sewage Disposal Air-Lock Controls for Operating Bacteria Beds
Taylor Nozzles
Sewage Ejectors for Municipal Installations
Flexible Jointing Compounds for Sewer Pipe
4241 & 3 E. Ravenswood Ave.,
Chicago.
Singer Building,
New York.

Chicago, Mar. 20, 1918.

A. Mitchell Palmer, Alien Property Custodian,
Washington, D. C.

Dear Sir:

A secret service officer, Mr. Parsons of the Naval Intelligence Dept., yesterday called upon us. His inquiries and statements indicated that the investigation was made upon instructions from your department. It was further indicated that some information had been filed with your office, suggesting that moneys collected by us under our license were either being transmitted to Germany or were being retained by us for our own benefit.

We are licensed by the Federal Trade Commission under License #7 of patents dated Dec. 17, 1917. Moneys collected prior to that date have been reported to your office and remitted for and we hold receipt for same.

Under our license, audit of our accounts is provided for and if there are charges or intimations on

file in your office indicating irregular transactions permit us to request that we urgently desire a full investigation and audit.

If we were informed as to the source of the information, it might be possible for us to throw some light upon the subject that would be of interest to ourselves and to the Government.

Yours truly,

PACIFIC FLUSH-TANK CO.

(Sgd.) E. L. WALCOTT,

Vice-President.

LMH

ALIEN PROPERTY CUSTODIAN
Received Mar. 23, 1918
Noted ..... Date .....
Ans'd ..... Date .....
Report No. ... Trust No. ...

PLAINTIFF'S EXHIBIT No. 162.

MEMORANDUM

March 22, 1919.
In re: Trusts 1106
Reports 13858, 963

To Mr. Horne.
From R. C. Goldstein,
Division of Patents.

The Pacific Flush Tank Company were, up to May, 1917, the commercial representatives in the United States and Canada of Carl Imhoff, of Essen, Germany, the inventor of a certain sceptic tank and method of treating sewage in sewage disposal plants in common use in towns and cities throughout the

United States. This company collected royalties for Imhoff, under the pre-war contract, based on the population to be served, which royalties run from $25 to $2,500.

Sometime in December, 1917, they applied for and secured an exclusive license from the Federal Trade Commission to continue to represent Imhoff, charging 30 per cent of the fees collected. They had poor success in collecting the royalties from the towns and cities using the invention, in spite of the fact that they have secured the assistance of both the Federal Trade Commission and this office, in having us advise from time to time that the company was accounting to the Alien Property Custodian for royalties.

Recently the president of the company made a personal visit to this office and tried to get us to use strong-arm methods in cajoling the various towns and cities into paying the royalties to the company. We have not been inclined to do this for the reason that we did not feel justified in constituting ourselves what was in effect a mere collection agency, particularly in view of the fact that the company would be entitled to 30 per cent of the royalties, the collection of which we had effectuated.

Out of 145 towns and cities using the patent, 109 of them refuse or neglect to pay the royalties. It appears that the American municipalities have been unwilling to make remittances to the government, partly for the reason that the proceeds would eventually reach the enemy owner of the patent in Germany, but more particularly because they feel that an invention which deals with the health and physical comfort of the people at large should be free from monopolistic control, and especially from foreign monopoly. There is at present an organization whose personnel is constituted of the officials of American municipalities, the primary object of which is to oppose the payment

of royalties under this patent. I think its headquarters are now in California. I recall quite distinctly that they circularized the members of the Congress preceding the last one, in respect to this matter. Quite a number of the circular letters were transmitted by various Congressmen and Senators to this office for attention. As you know, we have been feeling our way in patent matters and apparently nothing was done for lack of a definite policy.

The municipalities using the invention seem to be of the opinion that now is an opportune time for this patent to be seized and dedicated to the public in such manner that American towns and cities may be emancipated from undesirable foreign mastery and relieved from what seems to them an unequitable burden. They contend that the patent should not be sold to an American citizen, as that would merely substitute a domestic master for a foreign one, which may or may not give the necessary relief.

In order fully to present the views of some of the towns and cities interested, there is attached hereto a copy of a letter to this office from the League of Minnesota Municipalities. You will observe that the league is composed of 120 villages and cities in Minnesota. It makes a strong appeal to us to assist and protect them in the respect indicated. Most of the cities and towns using this enemy patent are of small population. Among the larger cities, however, are Akron, Ohio, Detroit, Michigan, Fort Worth, Texas, Canton, Ohio, Duluth, Minnesota, and Albany, New York.

The matter had been called to the attention of Mr. Palmer and Mr. Hoguet, and Mr. Palmer had requested Judge Brodhead to examine the situation. To date, however, nothing definite has been done other than the seizure of the patent. The patent is included among those that are to be conveyed to the Chemical

Foundation. You will recall that the Chemical Foundation is to have transferred to it all the chemical, pharmaceutical and allied patents, and I presume that this was considered as a patent allied to the chemicals. As I understand it, however, the patent happens to cover merely a design or plan for the construction of a sceptic tank.

It seems advisable that an early disposition be had of this matter, in view of the fact that it would appear that this is an opportunity for this office to render a definite public service and secure for itself a desirable kind of publicity. It would appear that since the patent has been taken over the matter should be presented for the immediate consideration of the Board of Directors, or any advisory committee, whatever may happen to be its particular designation, of the Chemical Foundation, and that they call a meeting of the officials of the cities, towns and organizations interested and agree upon terms which would either mean that the cities would be in some way relieved altogether from the payment of royalties, or at least conditions could be so arranged that the cities would have to pay a mere nominal royalty to the Foundation.

It may be well to indicate that the Federal Trade Commission has been approached on the subject and it seems that they would be ready to cooperate with us and withdraw the exclusive license issued to the Pacific Flush Tank Company.

Whatever course is decided upon, I am of the opinion that we should proceed without further delay, in view of the fact that terms of peace may now be agreed upon at any date.

PLAINTIFF'S EXHIBIT No. 163.

INERTIA, INDIFFERENCE AND BLACKNESS WILL PROLONG THE WAR. GET BUSY!

S. FISHER MILLER, Pres. E. L. WALCOTT, Vice-Pres.
W. H. MILLER, Treas. L. E. REIN, Secy.

PACIFIC FLUSH-TANK COMPANY

Manufacturers of

Siphons for Flushing Sewers

Sewage Disposal Air-Lock Controls for Operating Bacteria Beds

Taylor Nozzles

Sewage Ejectors for Municipal Installations

Flexible Jointing Compounds for Sewer Pipe

4241 & 3 E. Ravenswood Ave.
Chicago.
Singer Building,
New York.

Chicago, Jan. 9, 1919.

A. Mitchell Palmer, Alien Property Custodian,
16th and P Streets,
Washington, D. C.

Attn: Mr. Goldstein.

Dear Sir:

This Company has carefully considered your request made to the writer on Saturday the 4th inst., asking for a suggestion from us as to a disposition of the patents known as the Imhoff Patents which would protect the Cities in future, from claims for royalties under these patents for building tanks of this character and with a view to meeting this request, this Corporation at a Director's Meeting yesterday, the 8th inst., and by resolution passed, authorized the writer to state to you that in our opinion the only way the

Cities could be protected from claims for royalties for the use of Imhoff Tanks, would be for a Corporation like ourselves, (an all American interest) to have the opportunity of purchasing from you, with a proper title, these aforesaid patents, and the writer is authorized to say that we would be willing to pay the sum of $2000.00 for all these Imhoff Patents, on the passing of a valid title to us, and in consideration of the same would undertake and agree to dedicate these patents to the American Public immediately after date of said title, notice to this effect to be published so that all Cities and Municipalities throughout the United States would be advised of this fact.

The above suggestion entirely complies with your request for a suggestion to cover this matter, we believe, and would remove the present German interest and we await your valued further advices.

The writer will be in his New York office on and after January 15, 1919.

Yours very truly,

PACIFIC FLUSH TANK COMPANY

(Sgd.) S. Fisher Miller,

President.

LMH

Exclusive Licensees under License #7 dated December 17th, 1917, issued by the United States Government Federal Trade Commission.

* * * * * * * * * *

* Alien Property Custodian *

* Received Jan. 11, 1919 *

* Noted RCG Date Feb. 18, 1919 *

* Ans'd RCG Date Feb. 18, 1919 *

* * * * * * * * * *

PLAINTIFF'S EXHIBIT No. 164.

MEMORANDUM

Trust 963
Reports 15858 and 1106
February 18, 1919.

To Judge Brodhead
From Mr. Goldstein

The Pacific Flush Tank Company, were, up to May 1917, the commercial representatives in the United States and Canada of Carl Imhoff, an inventor of a certain tank and method of treating sewage in sewage disposal plants in common use among towns and cities throughout the United States.

This company collected royalties for Imhoff, based on the population to be served. Sometime in December 1917, they applied for and received an exclusive license from the Federal Trade Commission to continue to represent Dr. Imhoff, on the basis of 30 per cent. of the fees collected. The company has had a difficult time to collect the royalties from the towns and cities using the tank, in spite of the fact that it has secured the assistance of both the Federal Trade Commission and this office in having us advise the various cities using the tank that the company was accounting to the Alien Property Custodian for royalties.

Recently the president of the company made a personal visit and tried to get us to use strong arm methods in cajoling the various towns and cities into payment of royalties to the company. We have not been inclined to do this for the reason that we did not feel justified in constituting ourselves, a collection agency, particularly where the company, whose duty it is to make the collection, would be entitled to 30 per

cent. of the royalties, the collection of which we had effectuated.

Out of 145 towns and cities using the patent, 109 refuse or neglect to pay royalties. It appears that the American municipalities have been unwilling to make remittances to the company, partly for the reason that the proceeds would eventually reach the enemy owner of the patent in Germany, but more particularly because they feel that an invention which deals with the health and physical comfort of the people should be free from the control of foreign monopoly.

There is at present an organization, whose personnel is constituted from the officials of American municipalities, whose primary object it is to fight this particular monopoly. I recall very distinctly that they circularized the members of Congress at the last session in respect to this matter. Quite a number of the circulars were transmitted by various Congressmen and Senators, to this office for attention. However, it seemed that nothing could be done at that time. We were feeling our way in patent matters, and as you know there was considerable doubt as to whether we actually had the power to seize an enemy-owned patent.

The municipalities using the invention appear to be of the opinion that now is an opportune time for such an important enemy owned patent, so vital to public health, to be seized and disposed of in such manner that American towns and cities may be emancipated from undesirable foreign mastery on the one hand, and that on the other, some practical arrangement could be made whereby the towns and cities in the United States could have the free use of this patent. They also believe that the patent should not be sold to American citizens as that would merely substitute a local master for a foreign one, which

may or may not be any better and would not relieve them of the payment of royalties for the use of a natural process but would simply change the destination of part of the profits.

We have in our files a letter written by the Executive Secretary of the League of Municipalities of Minnesota, composed of 120 villages of Minnesota. This letter makes a strong appeal to us to assist and protect them in the respect indicated. A copy is attached.

Most of the cities and towns using this patent are of small population. However, there is also on the list the following:

Akron, Ohio	Duluth, Minnesota
Detroit, Michigan	Rochester, New York
Canton, Ohio	Albany, New York

Fort Worth, Texas

Merely by way of indicating a practical line of procedure I suggest that a meeting be called of the Association referred to and other persons who are now actively interested in this matter to discuss with them the advisability of having them organize a corporation to take over the patent on the condition that it will be easily available on an equal basis, to all the towns and cities desiring to use it and if it could be so properly arranged on the basis of a nominal consideration. The corporation should be a separate entity and its officers should be composed of officers or officials of the municipalities using the invention.

As I have already indicated, the Pacific Flush Tank Company is the exclusive licensee, but inasmuch as a condition of the license is the ability to exercise the right granted, it would seem that the company has failed to meet the obligation which it undertook and that little difficulty should be experienced in persuading the Federal Trade Commission to cancel the license for non-user.

You will recall that we were in conference recently with Mr. Miller, the president of the company and presented all these facts to him and requested a suggestion from him or his company, of the way out. We have a letter from him, dated January 9, 1919, in which he advised that in the opinion of the company, that the only way the towns and cities could be protected from claims for royalties for use of the patent, would be for a corporation like *themselves* to have the opportunity to purchase the patent. He further states that he is authorized to offer $2000., for the use of the patent, upon the passing of the valid title to them and in consideration and as a condition of the sale, that the company would undertake and agree to dedicate the patent to the American Public immediately after the title was transferred and that notice to this effect would be published so that all towns and cities throughout the United States would be advised thereof. I am not advised of the reason that prompts this generous impulse from the Pacific Flush Tank Company, other than that it may be an effort to secure advertising advantages which perhaps would bring them greater returns than the sum paid for the patent. It seems to me that the desirable plan is to take this patent out of the hands of individuals and transfer it into the hands of a corporation who would be interested primarily in the public good.

PLAINTIFF'S EXHIBIT No. 165.

DUPLICATE
No. 155.

J. DAVIS BRODHEAD
Attorney and Counsellor at Law
South Bethlehem, Pennsylvania

Washington, D. C.,
1756 N Street, N. W.,
March 28, 1919.

Trust No. 963.
Report Nos. 15858—1106.

Hon. Francis P. Garvan,
Alien Property Custodian,

In re the Imhoff Patents for the building of city sewage disposal plants.

Dear Sir:

The following is my report in the above stated matter:

Carl Imhoff, an Enemy, residing in Germany, was the owner of those certain patents, known as the "Imhoff Patents" for a method of treating city sewage by means of his patented sewage disposal plant.

His commercial representative in the United States prior to our declaration of war with Germany was "The Pacific Flush Tank Co.," an American corporation (office in Singer Building in New York) all of the stockholders of which are reported to be American citizens.

Under this contract with Imhoff, this company was to collect the royalties from the several American municipalities using the patents and remit 70% thereof to Imhoff, retaining the remaining 30% as their compensation. The royalties were based on the population served.

In December 1917, the Federal Trade Commission granted an *exclusive license* to this Pacific Flush Tank Co. to continue to represent Imhoff under the same terms as set forth in the contract between the company and Imhoff, *viz.*, the division of the royalties on the basis of 70% and 30%.

The A. P. C. issued a demand for the 70% due Imhoff, of which about 6000 dollars has been collected and paid into the Treasury of the United States, leaving outstanding and as yet uncollected $27,483.00 as will appear by the attached list, marked "Exhibit A," in which the names of the cities and the royalties, paid and unpaid, are set forth. There are 145 towns and cities using this patent, out of which 109 refuse or neglect to pay the royalties. It appears that almost all of these municipalities are unwilling to pay these royalties, giving as their reasons that such payment would eventually be for the benefit of the enemy and especially because they think that this method of sewage disposal, being for the preservation of the health of the people, should not be monopolized by friend or foe.

Under the last amendment to the "Trading with the Enemy" Act of November 4th 1918, the A. P. C. has demanded these Imhoff Patents, and such demand has been duly recorded in the proper office of the commissioner of patents, thus placing the title to the patents in the A. P. C., *subject however, to the exclusive license granted to the Flush Tank Company.* This company is, however, unable to collect the outstanding and unpaid royalties without suit.

Offer of the Flush Tank Co.

If the sale of these patents is made to the Flush Tank Company for, say $2000, then and in that event this company will pledge itself to make a public dedication of the patents, so that every city and town in the

United States may use the patents free from any claim for royalties. Why this apparently generous offer from the company? I suppose the company would expect to profit by the incidental advertisement and would expect to install the plants and be compensated for engineering and construction work.

In accordance with your instructions I took this matter up last week with Mr. Ramsay Hoguet. He suggested that the Federal Trade Commission be asked to revoke the said exclusive license and that then these patents be sold and transferred by the A. P. C. to the Chemical Foundation to be handled by it as might be deemed to the best interest of all concerned. If this is done, I would recommend that the present claims for the outstanding royalties be likewise sold and transferred, so as to centralize the title to the patents and the right to collect, or to remit, the unpaid royalties.

Possible Procedure

The patents and the claims for overdue royalties, having been seized by the A. P. C., could be

(a) Retained by the A. P. C. and the 70% royalty collected from the Flush Tank Company, (who would be assisted by the A. P. C. in making the collections) and paid into the Treasury of the United States, to be hereafter distributed "as Congress shall direct." This plan might eventually restore the patents and accumulated royalties to the enemy.

(b) The patents and claims could be offered at public sale by the A. P. C. to the highest bidder.

This plan would probably result in lodging in the hands of an American Company or syndicate a monopoly, and the American cities would still

be under the necessity of paying royalties for the use of this sewage system which is deemed necessary for the public health.

(c) By Executive order, the patents and claims could be sold at private sale to the Pacific Flush Tank Co. for a consideration agreed upon, which would include the company's agreement to remit all or a stipulated portion of the unpaid royalties and a public dedication of the patents.

(d) Or, by Executive order, a sale could be made to the Chemical Foundation, and the question of the collection or remittance of the royalties and the public dedication of the patents left to the judgment of the Directors of the Foundation.

This last course, if adopted, might raise the question as to the right of the Foundation to license or sell these patents to a municipal corporation. The charter of the Chemical Foundation provides for such sales, (1) to natural persons, (2) co-partnerships, (3) corporations, "of which not less than three-fourths of the capital stock is owned by citizens of the United States." A municipal corporation, strictly speaking, would not be included in any one of these three classes.

My own opinion is that the Foundation, having acquired the patents, could make the sale or license to a municipal corporation, as the enumeration of the company's specific powers in its charter, would not limit its general powers conferred by the laws of Delaware, the State of its creation, which gives the power of sale generally.

I would be glad to be of further service in this matter, with or without compensation, and I await your definite instructions in the premises. I am,

Yours truly,

(Sgd.) J. DAVIS BRODHEAD.

EXHIBIT A.

List of towns and individuals using the Imhoff patents, showing the royalties collected and uncollected.

Town or Individual	*Royalty*	*70%*	*30%*	*Collected*	*Collected but not reported.*
Albany, N. Y.	3,400.00	2,380.00	1,020.00		
Akron, Ohio	1,500.00	1,050.00	450.00		
Bad Axe, Mich.	255.00	178.50	76.50		
Beaver Falls, Pa.	540.00	378.00	162.00		
Big Lake, Minn.	10.00	7.00	3.00		
Brooklyn, Ia.	105.00	73.50	31.50		
Bryan, Texas	145.00	101.50	43.50		
Canton, Ohio	1,500.00	1,050.00	450.00		
Celina, Texas	50.00	35.00	15.00		
Chariton, Ia.	255.00	178.50	76.50		
Cleveland, Tenn.	280.00	196.00	84.00	280.00	
Comfrey, Minn.	35.00	24.50	10.50		
Compton, Calif.	100.00	70.00	30.00		
Deerwood, Minn.	20.00	14.00	6.00		
Elkton, Minn. (school)	25.00	17.50	7.50		
Farmingdale, N. Y.	80.00	56.00	24.00		
Forest Grove, Ore.	175.00	122.50	52.50		
Forney, Texas	50.00	35.00	15.00		
Frankfort, N. Y.	230.00	161.00	69.00		
Fredicksburg, Ia.	80.00	56.00	24.00	80.00	
Freeport, Mich. (G. R. G. H. & Mich. R)	10.00	7.00	3.00	10.00	
George West, Tex.	50.00	35.00	15.00		
Granville, Ohio	105.00	73.50	31.50		
Grosse Point, Mich.	255.00	178.50	76.50	255.00	
Hanford, Calif.	335.00	234.50	100.50		
Harbor Beach, Mich.	130.00	91.00	39.00		
Imperial, Calif.	172.00	120.40	51.60	172.00	
Jewell Junction, Ia.	80.00	56.00	24.00		
Johnson Creek, Wis.	50.00	35.00	15.00		
Knoxville, Ia.	105.00	73.50	31.50	105.00	
Lakeland, Fla.	125.00	87.50	37.50		
Lake Village, Ark.	130.00	91.00	39.00		
Lexington, Ky.	1,250.00	875.00	375.00	1,250.00	1,250.00
Manatee, Fla.	105.00	73.50	31.50		
Marietta, Ga.	105.00	73.50	31.50		
Marion, Ill.	230.00	161.00	69.00		
Marysville, Ohio	280.00	196.00	84.00	R-28947	Also
Mason City, Ia.	600.00	420.00	180.00		

Town or Individual	*Royalty*	*70%*	*30%*	*Collected*	*Collected but not reported.*
Modena, Pa. (Megarge Paper Mills)	25.00	17.50	7.50		
Mineral Wells, Tex.	400.00	280.00	120.00		
Mt. Vernon, Ohio	280.00	196.00	84.00		
Nazareth, Ky. (Nazareth Academy)	50.00	35.00	15.00	50.00	
New Hampton, Ia.	175.00	122.50	52.50	175.00	
Newton, Ia.	243.00	170.10	72.90		
New Phila., Ohio	485.00	339.50	145.50		
Ocala, Fla.	255.00	178.50	76.50		
Ocean Beach, L. I.	105.00	73.50	31.50		
Oxford, N. Y.	25.00	17.50	7.50		
Perrysburg, N. Y. (J. N. Adams Hosp.)	50.00	35.00	15.00		
Plainfield, N. J. (Joint Plant)	1,250.00	875.00	375.00	1,250.00	
Plant City, Fla.	230.00	161.00	69.00		
Port Chester, N. Y.	740.00	518.00	222.00		
Rochester, N. Y.	4,500.00	3,150.00	1,350.00		
Ridgefield, N. J.	230.00	161.00	69.00		
Seaside Park, N. J.	130.00	91.00	39.00		
Sedalia, Mo.	400.00	280.00	120.00	400.00	
Spirit Lake, Ia.	130.00	91.00	39.00		
Springfield, Mo.	1,100.00	770.00	330.00		
Sweetwater, Tex.	325.00	227.50	97.50		
Victoria, Tex.	230.00	161.00	69.00		
Virginia, Minn.	400.00	280.00	120.00		
Walnut Creek, Calif.	130.00	91.00	39.00		
Wappinger Falls, N. Y.	280.00	203.00	87.00		
Wingdale, N. Y.	130.00	91.00	39.00		
Albia, Ia.	110.00	77.00	33.00		
Ankeny, Kan.	95.00	66.50	28.50	95.00	95.00
Anthony, Kan.	165.00	115.50	49.50		
Augusta, Tex.	155.00	108.50	46.50	155.00	
Bellville, Kan.	140.00	98.00	42.00		
Cambridge, Ill.	80.00	56.00	24.00	80.00	
Carnegie, Okla.	80.00	56.00	24.00	80.00	
Corcoran, Calif.	130.00	91.00	39.00	130.00	
Cordell, Okla.	130.00	91.00	39.00		
Creston, Ia.	255.00	178.50	76.50	255.00	255.00
Detroit, Mich.	15.00	10.50	4.50		

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Town or Individual	*Royalty*	*70%*	*30%*	*Collected*	*Collected but not reported.*
(Palmer Woods Sub. Div.)					
(Grandmont Sub. Div.)	130.00	91.00	39.00	130.00	
(Krifer Homes Sub. Div.)	68.00	47.60	20.40	68.00	
(Venice-On-Lakes Sub. Div.)	80.00	56.00	24.00	80.00	
McDougall-Duluth Co. (Duluth, Minn.)	40.00	28.00	12.00	40.00	
Elkhart Lake, Wis.	80.00	56.00	24.00	80.00	
Ellis, Kans.	120.00	84.00	36.00		
Ft. Worth, Tex. (Camp Taliaferro Field #1)	155.00	108.50	46.50		
Ft. Worth, Tex. (Field #2)	155.00	108.50	46.50		
Ft. Worth, Tex. (Camp Bowie Hosp.)	90.00	63.00	27.00		
Ford Republic, Mich.	15.00	10.50	4.50	15.00	
Gatesville, Tex. (State Juvenile Train School)	80.00	56.00	24.00	80.00	
Grand Rapids, Mich. (Kent City Infirmary)	15.00	10.50	4.50		
Grinnell, Ia.	255.00	178.50	76.50		
Hastings, Mich.	50.00	35.00	15.00	50.00	
Hiawatha, Kans.	180.00	126.00	54.00		
Lake Geneva, Wis. (Miss Gertrude Allen Residence)	10.00	7.00	3.00		
Lenox, Ia.	95.00	66.50	28.50		
McKinney, Tex.	255.00	178.50	76.50		
Marcus, Ia.	80.00	56.00	24.00		
Marlow, Okla.	130.00	91.00	39.00		
Montezuma, Ia.	130.00	91.00	39.00		
Mt. Pleasant, Ia.	130.00	91.00	39.00	130.00	130.00
Mountain Lake, Minn.	90.00	63.00	27.00	90.00	
Neodesha, Kan.	175.00	122.50	52.50	175.00	
Nokomis, Ill.	130.00	91.00	39.00		
Oconomowoc, Wis. (F. W. Matheissen Residence)	10.00	7.00	3.00		
Onawa, Ia.	140.00	98.00	42.00		
Pontiac, Ill.	360.00	252.00	108.00		

Town or Individual	*Royalty*	*70%*	*30%*	*Collected*	*Collected but not reported.*
Pringhas, Ia.	75.00	52.50	22.50		
Reed City, Mich.	130.00	91.00	39.00		
River Edge, N. J.	90.00	63.00	27.00	90.00	
Rolfe, Ia.	75.00	52.50	22.50	75.00	75.00
San Antonio, Tex. (South Western Insane Asylum)	130.00	91.00	39.00	130.00	130.00
Seymour, Ia.	130.00	91.00	39.00	130.00	130.00
Sun Prairie, Wis.	105.00	73.50	31.50	105.00	
Wadena, Minn.	80.00	56.00	24.00	80.00	
Waukegan, Ill. (Lake County Hosp.)	10.00	7.00	3.00		
West Burlington. Ia.	85.00	59.50	25.50		
Woodward, Ia. (State Hosp. & Colony for Epileptics)	80.00	56.00	24.00	80.00	
Worthington, Minn.	155.00	108.50	46.50	155.00	
Ada, Okla.	255.00	178.50	76.50		
Alliance, Ohio	510.00	357.00	153.00		
Altamont, N. Y.	40.00	28.00	12.00	40.00	40.00
Bridewell, Md. (Md. House of Correction)	80.00	56.00	24.00	80.00	80.00
Bayhead, N. J.	180.00	126.00	54.00		
Centerburg, O.	80.00	56.00	24.00		
Dearborn, Mich.	180.00	126.00	54.00		
Denmark, Wis.	80.00	56.00	24.00	80.00	80.00
Dover, N. J. (Picatinny Arsenal)	50.00	35.00	15.00		
Duluth, Minn. (Villa Sancta Scholastica)	25.00	17.50	7.50		
Erie, Pa. (Hammerhill Paper Co.)	10.00	7.00	3.00		
Erie, Pa. (Hammerhill Paper Co.)	80.00	56.00	24.00	90.00	90.00
East View, N. Y. (Westchester County Alms House)	68.00	47.60	20.40	68.00	68.00
Erie County, N. Y.	50.00	35.00	15.00		
Indianola, Pa. (Inland Steel Co.)	90.00	63.00	27.00	90.00	90.00
Johnsonburg Borough, Pa.	235.00	164.50	70.50		
Lapeer, Mich.	130.00	91.00	39.00	130.00	130.00

Town or Individual	*Royalty*	*70%*	*30%*	*Collected*	*Collected but not reported.*
(Mich. Home & Train School)					
Laurel, Md.	180.00	126.00	54.00		
Monticello, Wis.	68.00	47.60	20.40		
Mt. Horeb, Wis.	68.00	47.60	20.40	68.00	68.00
Mt. Morris, N. Y.	188.00	131.60	56.40	188.00	188.00
Onandaga County, N. Y.	25.00	17.50	7.50		
Phila. General Hospital	130.00	91.00	39.00		
Pitman, N. J.	235.00	164.50	70.50		
Plainfield, Conn. (Lawton Mills Corp.)	130.00	91.00	39.00		
Providence, R. I. (Hope Company)	25.00	17.50	7.50	25.00	25.00
Ripon, Wis.	180.00	126.00	54.00		
Sanatorium, Md. (Maryland Tuberculosis Sanitorium)	80.00	56.00	24.00	80.00	80.00
San Diego County, Calif. (Tubercular Hosp.)	20.00	14.00	6.00	20.00	
Waukesha, Wis.	462.00	323.40	138.60		
Waupum, Wis.	105.00	73.50	31.50		
Whitewater, Wis.	105.00	73.50	31.50	105.00	105.00
	35,152.00	24,606.40	10,545.60	7,669.00	3,109.00
Am't collected	7,669.00				
" due	27,483.00				

The following royalties were collected by the Flush Tank Company and duly reported on February 18, 1918:

Town		*Credits*
Tampa	Fla.	2,500.00
Boro of Lodi	N. J.	400.00
Auburn	Calif.	110.00
Los Angeles	Calif.	30.00
Eloise	Michigan	205.00
Greenville	Pa.	315.00
Stuart	Iowa	105.00
Salem	Illinois	50.00
Oskaloosa	Iowa	260.00
El Centro	California	258.00
Cluiro	"	105.00
Pine Camp, Richmond	Virginia	10.00

Town		*Credits*	
Los Angeles	California	60.00	
Coatesville	Pa.	105.00	
Braeside	Illinois	10.00	
Coatesville, Pa		105.00	
Ball & Socket Mfg. Co. (West Chesire)	Connecticut	25.00	
Burro Mt. Copper Co. (Tyrone)	N. Mexico	100.00	
Bedford	Iowa	105.00	
Lexington	N. Carolina	80.00	
High Point	"	475.00	
Sedan	Kansas	90.00	
Coatesville	Pa.	65.00	
Loretto	"	65.00	
Interest—1st Trust & Savings Bank		57.78	$5,690.78
Attorney's fees, traveling expenses, Taxes, Personal Tax, etc.		532.89	
Government License		500.00	
30% Commission		1,707.23	2,740.12
			$2,950.66

PLAINTIFF'S EXHIBIT No. 166.

Report No. 1106.

This report covers royalties accruing under a contract between Karl Imhoff and the Pacific Flush Tank Co. This contract was superceded by Federal Trade Commission license No. 7, see Report No. 27059.

The contract referred to in this report was reported and demanded under Report No. 47189. This contract was conveyed by the Alien Property Custodian to the Chemical Foundation, Inc. under assignment dated Feb. 26, 1920.

The patents covered by this contract have been reported and demanded under Report No. 37349 and Report No. 38214.

These patents have been conveyed by the Alien

Property Custodian to The Chemical Foundation, Inc. under assignment dated Apr. 10, 1919.

(Sgd.) J. R. ZIMMERMAN,
Patent Section.

PLAINTIFF'S EXHIBIT No. 167.

Trust G-963
Report 15858

August 6, 1919.

Mr. F. C. Youmans,
381 Montford Avenue,
Asheville, N. C.

Dear Sir:

Referring to your letter of July 30, 1919, in which you advise that you built a septic tank covered by the patents belonging to Dr. Carl Imhoff, of 24 Kronprinzenstrasse-Ezzen, Ruhr, Germany, and desire to be advised concerning the payment of royalties, you will please be informed that under the license granted by the Federal Trade Commission to the Pacific Flush Tank Company, 4241 Ravenswood Avenue, Chicago, Ill., the Pacific Flush Tank Company is entitled to receive in the first instance all royalties accruing for the use of the Imhoff patents.

The Imhoff patents have been seized by the Alien Property Custodian, and conveyed to the Chemical Foundation, Inc., subject to the license issued by the Federal Trade Commission to the Pacific Flush Tank Company. All royalties which have accumulated prior to the date of assignment from the Alien Property Custodian to the Chemical Foundation, are to be paid by the Pacific Flush Tank Company, to this office. All royalties accumulated subsequent thereto are to be

paid by the Pacific Flush Tank Company direct to the Foundation. The royalties are to be paid by you direct to the Pacific Flush Tank Company, who in turn will account therefor, either to the Alien Property Custodian or to the Chemical Foundation.

You will please advise this office immediately of the amount of royalties in your custody and the period during which they accrued, and such other and further facts as will clearly present the matter.

Very truly yours,

DIVISION OF PATENTS,
By (Sgd.) ROBERT C. GOLDSTEIN,
Chief of Division.

RCG:SMB.

PLAINTIFF'S EXHIBIT No. 168.

A meeting of the Board of Directors was held at the office of The Corporation, No. 81 Fulton Street, New York City, on the 2nd day of August, 1921.

Present:

Messrs. FRANCIS P. GARVAN,
GEORGE J. CORBETT.

Mr. George J. Corbett moved for a reconsideration of the motion and resolution passed by the Board of Directors at the meeting of May 14th, 1919, adopting a certain form of license agreement, which motion was seconded and unanimously carried. Mr. Corbett thereupon stated that the experiences of the past months indicated that the license agreement heretofore used should be revised and he submitted a new form of license agreement.

On motion duly made, seconded and unanimously carried, the new form of license agreement, copy of

which was ordered filed herewith, was adopted for use by The Corporation, subject to the necessary modifications to meet requirements of particular cases, and it was unanimously

RESOLVED that the President, or the Vice-President in the absence of the President, be and they hereby are authorized, without further action of the Board of Directors, to execute and issue, in the name and on behalf of The Corporation, license agreements in proper cases in said form or in such other form as the Board of Directors may hereafter adopt; and the Secretary be and he hereby is authorized and directed to attach the corporate seal and attest the same by his signature, to any license agreements executed by the President or Vice President as aforesaid.

Mr. George J. Corbett then reported that he had been negotiating with the Pacific Flush Tank Company concerning the exploitation and commercialization of the so-called Imhoff Process Sewage Tank patents. The Pacific Flush Tank Company acted as United States agent for the inventor Karl Imhoff, prior to the war. The patents had been acquired by the Corporation. The Pacific Flush Tank Company continued after the war to operate under Federal Trade Commission license. Said Company is willing to surrender its Federal Trade Commission license and accept an appointment from The Corporation as agent under an agreement which Mr. Corbett then read.

On motion duly made, seconded and unanimously carried, it was decided to close with the Pacific Flush Tank Company and the President was authorized to execute this contract in the name and on behalf of The Corporation, and the Secretary authorized and directed to attach the corporate seal and attest the same, and the Treasurer authorized and directed upon the execution of the agreement, to pay to the Pacific Flush Tank Company, out of the funds of The Cor-

poration, the sum of Two thousand seventy and 50/100 ($2,070.50) dollars as provided in the agreement.

Mr. George J. Corbett stated that the books of The Corporation had been audited for the quarter ending June 30th, 1921, by Messrs. Fedde and Pasley, certified accountants, who submitted the following balance sheet:

BALANCE SHEET

As at June 30, 1921.

Assets		
Patents, Trade Marks and Formulae		271850.00
Furniture and Fixtures—New York and Washington	22833.25	
Less: Reserve for Depreciation	1732.42	21100.83
Cash:		
Central Union Trust Co. on Deposit	36185.90	
Chase National Bank, on Deposit	2714.04	
Irving National Bank, on Deposit	20000.00	
Petty Funds	610.59	59510.53
Initial License Fees Accrued		500.00
Deferred Charges, Prepaid Insurance		59.01
Organization Expense		11574.84
		364595.21
Liabilities		
Capital Stock		
Preferred, Authorized $400,000 Issued	399700.00	

Common, Authorized $100,000 Issued		29200.00	
		428900.00	
Deduct: Deficit at June 30, 1921.		123465.50	305434.50
Deferred Credit—Royalties Received in advance			1875.00
Due Sundry Creditors for Literature, Legal and Miscellaneous Expenses, etc.			57285.71
			364595.21

On motion duly made, seconded and unanimously carried, this report was accepted and the complete report of the auditors, containing all the schedules supporting the above balance sheet, ordered kept on file.

There being no further business, the meeting thereupon adjourned.

(Sgd.) GEO. J. CORBETT,
Secretary.

PLAINTIFF'S EXHIBIT No. 168-A.

License No. .....

LICENSE

THE CHEMICAL FOUNDATION, INCORPORATED

To

.....

Dated 19

Product

Patents

LICENSE.

AGREEMENT made this day of 19 , By and Between THE CHEMICAL FOUNDATION, INCORPORATED, a corporation organized under the laws of the State of Delaware (hereinafter called the LICENSOR) and

(hereinafter called the LICENSEE).

WHEREAS, the LICENSOR is the owner of, or has the right to grant licenses under certain letters patent of the United States enumerated in Schedule A hereto attached (hereinafter called the LICENSED PATENTS); and

WHEREAS, the LICENSEE has represented to the LICENSOR that

proof of which facts will be furnished at any time by the LICENSEE on the request of the LICENSOR; and

WHEREAS, the LICENSEE is desirous of obtaining a non-exclusive license under the LICENSED PATENTS upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the faithful performance of the covenants herein contained, IT IS DISTINCTLY UNDERSTOOD AND AGREED:

1. The LICENSOR hereby grants to the LICENSEE and the LICENSEE hereby accepts from the LICENSOR, upon the terms and conditions hereinafter specified, a non-exclusive and (except as hereinafter provided) non-assignable license to make, use and sell throughout

the United States, its territories and dependencies,

(hereinafter called the LICENSED PRODUCT) under the LICENSED PATENTS to the full end of the terms for which the LICENSED PATENTS are issued, unless sooner terminated as hereinafter provided.

2. The LICENSEE shall not and hereby covenants and agrees that the LICENSEE will not, without first having obtained the written permission of the LICENSOR import or cause to be imported into the United States, its territories or dependencies, any product which is covered by any of said patents enumerated and included in Schedule A hereto attached, or use or cause to be used or sell or offer for sale in the United States, its territories or dependencies any such product made outside of the United States, its territories or dependencies.

3. The LICENSOR agrees to furnish, so far as is reasonably possible, upon request of the LICENSEE, such engineering data, copies of drawings, formulae, or other information as it now has or may hereafter acquire with respect to the LICENSED PATENTS, for the assistance of the LICENSEE in making or using the inventions of the licensed patents, upon payment by the LICENSEE of the actual cost of furnishing such engineering data, copies of drawings, formulae, or other information, but the LICENSOR shall be in no way responsible or liable for inaccuracy or insufficiency of such data, drawings, formulae, or other information furnished hereunder. The LICENSOR and/or the LICENSEE shall not disclose confidential information which they have or may receive from each other. The LICENSOR shall upon the request of the LICENSEE in-

form the LICENSEE of all licenses granted by it to other LICENSEES under any of the patents enumerated in Schedule A.

4. The LICENSOR will at its own expense bring and diligently prosecute such suits for infringement of the LICENSED PATENTS, as may be reasonably necessary and proper in the opinion of its counsel to enforce said patents and prevent unlicensed competition by manufacture, use or sale in the United States, and will at its own expense defend any suit brought against the LICENSEE by any person claiming title to the LICENSED PATENTS or any of them and hold the LICENSEE harmless in such suits to the extent of the royalties paid by the LICENSEE under this license, but the filing of any claim or of any such suit shall not relieve the LICENSEE from the regular and timely payments of royalties as hereinafter provided during the pendency of such claim or suit.

5. The LICENSEE shall pay to the LICENSOR, simultaneously with the execution and delivery of this license, a license issue fee of One Hundred ($100.00) Dollars for each of the patents enumerated and included in Schedule A hereto attached, the total license issue fee being Dollars, which said license issue fee is deemed earned immediately upon the execution and delivery of this license agreement and is in consideration of expenses incurred and of services, various and sundry, rendered by the LICENSOR, incidental to the preparation of this License.

6. It is understood and agreed that should the LICENSOR establish any more favorable rate of royalty for the manufacture, use and/or sale of the LICENSED PRODUCT than that charged herein the LICENSOR will give the LICENSEE the benefit of such more favorable rate from and after the date it is established

7. It is understood and agreed that should the LICENSOR hereafter establish any higher rate of royalty for the manufacture, use, and/or sale of the LICENSED PRODUCT than that charged herein said higher rate shall be substituted for and instead of and become effective as the royalty rate from and after thirty days from the date of notice to the LICENSEE by registered mail of said higher royalty rate, unless the LICENSEE shall, within five days after the receipt of such notice, serve notice on the LICENSOR by registered mail that the LICENSEE considers the increased royalty rate unfair and unreasonable. The LICENSEE shall further state in said notice what the LICENSEE considers a fair and reasonable royalty rate at the time and under the conditions prevailing in the trade generally and shall further state in said notice the trade conditions, reasons and circumstances on which the objections to the higher royalty rate are based; but the LICENSEE agrees, nevertheless to render royalty reports and pay royalties on the basis of the increased rate pending agreement or arbitration as hereinafter provided, subject to later adjustment in conformity with the rate ultimately established. If the LICENSEE shall so duly object to the higher royalty rate and the LICENSOR and LICENSEE shall be unable, within thirty days after receipt of LICENSEE's notice of objection, to agree upon a royalty rate satisfactory to both parties, then and in that event the question of a fair and reasonable royalty rate shall be settled by arbitration in the manner following:

Each party shall select and appoint one Arbitrator, the two so selected shall select a third, and the written decision of a majority of said Arbitrators as to the royalty rate shall be final, binding and conclusive and be effective as the royalty rate from the date the increased royalty rate would have been effective

had objection thereto not been made by the LICENSEE. The Arbitrators shall be at liberty to examine the parties and their witnesses under oath, or otherwise, also their books, documents and papers, to the extent said Arbitrators may require. If either party fails (1) to select and appoint its Arbitrator and (2) give notice by registered mail of such appointment to the other party, within ten days after demand by registered mail so to do, such default shall constitute a waiver of all rights to arbitration and an acceptance of the royalty rate proposed by the party serving said demand.

It is understood and agreed, however, anything herein contained to the contrary notwithstanding, that during the pendency of the arbitration proceedings, the LICENSEE shall pay the increased royalties established by the LICENSOR, and the LICENSEE covenants and agrees to make such payments. Upon the termination of the arbitration and decision of the Arbitrators an adjustment shall be made with respect to all royalties paid on operations under this license subsequent to the date the royalty rate as fixed by the Arbitrators becomes effective, whereupon either (1) the LICENSOR shall repay to the LICENSEE the excess, if any, of the royalties paid by the LICENSEE pending the arbitration, over and above the royalty rate fixed by the Arbitrators, or (2) the LICENSEE shall pay to the LICENSOR the excess, if any, of the royalty rate fixed by the Arbitrators, over and above the royalties paid by the LICENSEE pending the arbitration. It is understood and agreed that the LICENSOR and the LICENSEE shall bear equally the costs and expenses of the arbitration.

8. For the rights and privileges granted under the license, the LICENSEE will pay to the LICENSOR, in the manner hereinafter provided, to the end of the terms of the LICENSED PATENTS or until this license is surren-

dered, cancelled or terminated as hereinafter provided, a royalty of (subject to revision as hereinbefore provided)

9. The LICENSEE shall keep full, true and accurate books of account containing all particulars which may be necessary for the purpose of showing the amount payable to the LICENSOR by way of royalty as aforesaid, and all such other particulars as may be required by the LICENSOR from time to time of the LICENSEE's operations under this license, which books of account shall be kept at LICENSEE's place of business, and said books and the premises where such LICENSEE's business is carried on, insofar as may be necessary to determine the nature and extent of the LICENSEE's operations under this license, shall at all reasonable times within the period of this license and within one year from any surrender, cancellation or termination of this license, be open to the inspection of the LICENSOR or its representatives, who shall be at liberty to make copies of or extracts from said books of account.

10. The LICENSEE within thirty days after the first day of January, April, July and October of each year, shall furnish the LICENSOR a true and accurate report, giving such particulars of the business conducted by the LICENSEE during the preceding three months under this license as are pertinent to an accounting under this license and simultaneously with the making of each such report shall pay to the LICENSOR the royalty shown to be due thereby for the period covered by such report, and if the LICENSOR shall so require such reports shall be under oath and shall include any special relevant particulars or technical information

which the LICENSOR may require. The rendering of any report and/or the payment of royalty shown to be due thereby shall not, in any event bar, or in any way operate as an estoppel of, the LICENSOR's rights of examination, inspection and audit, as hereinbefore provided for, nor any rights or remedies of the LICENSOR to any additional royalties which may be found to be due, all of which rights and remedies, it is mutually understood and agreed by the parties hereto, shall survive and shall not be deemed to have been waived by any act or omission on the part of the LICENSOR.

11. The LICENSEE by accepting this license admits, as between itself and the LICENSOR, and not otherwise, the patentability, novelty and utility of the inventions of the LICENSED PATENTS and the right, title and interest of the LICENSOR thereto.

12. The LICENSEE shall prominently mark the LICENSED PRODUCT which is covered by any of the patents enumerated and included in Schedule A, hereto annexed, and when intended for use and/or sale in the United States, its territories and dependencies, with the words "LICENSED BY THE CHEMICAL FOUNDATION, INCORPORATED, under the following United States Letters Patent" or other similar adaptable words to which the written consent and approval of the LICENSOR has first been obtained, followed by a list of the date or dates of issue of said patent or patents, and no product shall be considered duly licensed unless so marked, and when advertising the same in the United States, its territories and dependencies, the LICENSEE shall prominently state in such advertisement that said product is licensed by the LICENSOR.

13. The LICENSEE shall upon request of the LICENSOR furnish to the LICENSOR whenever practicable, sam-

ples of its product made under this license and shall, if required by the LICENSOR, indicate upon the labels carried by said product or, when that is not practicable, in another appropriate way, the grade, concentration and/or color, which qualities shall be expressed in terms of a scale of standards to be established by the LICENSOR. Where the LICENSED PRODUCT is one which may effect the public health or safety, the LICENSOR reserves the right to prescribe the limits of purity and strength of the product to be sold and to prescribe tests to which said product shall be subjected.

14. The LICENSEE shall not be liable for contributory infringement of patents owned by the LICENSOR by reason of the use of the LICENSED PRODUCTS by others, nor shall the LICENSEE be deemed to have violated any of the provisions of this license by such infringing use by others. Where Schedule A includes patents which may be infringed by the use of the LICENSED PRODUCTS, the LICENSEE may authorize its customers to use the said product under the LICENSED PATENTS, but the LICENSEE is not hereby permitted nor authorized to permit its customers to use the LICENSED PRODUCT in any way or for any purpose which may constitute an infringement of any patent or patents owned by the LICENSOR but not included in this license.

15. If the business of the LICENSEE shall become bankrupt or insolvent and/or placed in the hands of a Receiver, Assignee, or Trustee, whether by the voluntary act of the LICENSEE or otherwise, this license shall immediately terminate. Upon the death of the LICENSEE, if an individual, his license shall immediately terminate, but if the LICENSEE be a co-partnership, this license shall continue in force for the benefit of the remaining co-partner or co-partners.

16. If the LICENSEE shall default in rendering reports or in payment of royalties as herein provided it shall be lawful for the LICENSOR to summarily cancel this license by notice by registered mail to the LICENSEE, addressed to the LICENSEE's last known address.

17. This license may be cancelled and terminated by the LICENSOR for any cause or causes other than as hereinbefore specified in the following manner:

The LICENSOR shall give written notice to the LICENSEE of the proposed cancellation or termination, assigning in said notice the cause or causes for which it is proposed to cancel and terminate. If the LICENSEE shall so require by written notice to the LICENSOR within five days after the receipt of said notice of proposed cancellation or termination, the TRUSTEES of THE CHEMICAL FOUNDATION, INCORPORATED, under the Deed of Trust dated May 1, 1919, shall set a time, place and date for a hearing and give the LICENSEE written notice thereof. After hearing the LICENSEE or upon its failure to appear at the time, place and date set for such hearing, the Trustees shall make a determination in writing, a copy of which shall be furnished to the LICENSEE. If the LICENSEE shall have failed to duly require a hearing, or if the Trustees shall determine that the cause or causes assigned justify the cancellation or termination of this license, the LICENSOR may give the LICENSEE thirty days' notice of termination and cancellation and at the end of said thirty days, this license shall cease and terminate.

18. The LICENSEE may surrender or terminate this license at any time on thirty days' notice to the LICENSOR by completing and executing in detail the statement and affidavit annexed hereto, and returning the same with this license by registered mail to the LICENSOR.

19. Upon any surrender, cancellation or termination of this license, all unpaid royalties on operations under this license shall accrue and become immediately due and payable and royalties at the rate last paid or payable by the LICENSEE upon the LICENSED PRODUCT shall accrue and become immediately due and payable for all of the LICENSED PRODUCT on hand, or in the course of manufacture.

20. The surrender, cancellation or termination of this license shall in no way affect the liability of the LICENSEE for any sums of money accruing or becoming due or payable prior to the date such surrender, cancellation or termination becomes effective and shall be without prejudice to any rights of the LICENSOR as respects anything which may occur during the period that this license is in force or to any right of action or remedy of the LICENSOR for the recovery of any moneys then due hereunder.

21. The LICENSEE agrees to furnish promptly, upon the request of the LICENSOR, a complete statement, under oath, of any and all manufacture, use and/or sale by the LICENSEE prior to the date of this license, of any product covered by any of the LICENSED PATENTS, and to permit the LICENSOR or its representatives to inspect the LICENSEE's books, records and accounts insofar as may be necessary to ascertain whether there have been any infringing operations prior to the date of this license, and the extent thereof. It is understood and agreed that the granting of this license shall in no way effect or operate as a waiver of any rights or remedies of the LICENSOR, in law or in equity, against the LICENSEE, for infringing acts of the LICENSEE, prior to the date of this license.

22. Upon the written consent of the LICENSOR first had and obtained and endorsed on this license, but not otherwise, this license may be assigned by the LICENSEE as a part of a sale of the LICENSEE's entire business and upon the LICENSOR's approval and recognition of such assignment, the term "LICENSEE" where used in this license shall include the Assignee of the LICENSEE.

23. All written notices or permissions referred to herein shall be given by registered mail addressed to the last known address of the respective parties.

24. This agreement shall be interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and duly executed this license agreement the day and year first above written.

THE CHEMICAL FOUNDATION, INCORPORATED.

By .....

President.

Vice-President.

Attest:

.....*Secretary.*

.....

.....

.....

STATE OF NEW YORK,
COUNTY OF NEW YORK, } *ss.:*

On this day of , in the year 19 , before me personally appeared, to me known, who, being by me duly sworn, did depose and say that he resides in ; that he is the of The Chemical Foundation, Incorporated, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

.....Notary Public.

STATE OF
COUNTY OF } *ss.:*

On this day of , in the year 19 , before me personally appeared, to me known, who being by me duly sworn, did depose and say that he resides in ; that he is the of , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

.....Notary Public.

STATE OF
COUNTY OF } *ss.:*

On this day of , in the year 19 , before me personally appeared, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he executed the same.

.....Notary Public.

SCHEDULE "A."

Patent No.	*Date of Issue.*	*Subject.*

STATEMENT AND AFFIDAVIT FOR SURRENDER OR TERMINATION OF LICENSE BY LICENSEE.

(Under Section 18 of annexed license.)

KNOW ALL MEN BY THESE PRESENTS, that

described in the annexed license and hereinafter known as the LICENSEE, does hereby surrender and terminate the annexed license in accordance with the terms thereof, and said LICENSEE represents, declares and covenants, as follows:

I. That said LICENSEE has not, under past or present business operations, made use of or availed itself of any privilege or license under or because of the annexed license to manufacture or cause to be manufactured for it, to use and/or sell, within the United States, its territories or dependencies, any of the LICENSED PRODUCT specified in said license, except as follows:

II. That said LICENSEE has heretofore paid to THE CHEMICAL FOUNDATION, INCORPORATED, all royalties due according to the provisions of the annexed license on all operations heretofore or at present being conducted by the LICENSEE under the annexed license, except the sum of $, check for which is tendered herewith.

III. That said LICENSEE does not intend now or hereafter to manufacture, use and/or sell the LICENSED PRODUCT specified in the annexed license or carry on any operations under the LICENSED PATENTS specified in the annexed license, or any of them, during the terms for which the LICENSED PATENTS are issued, without first obtaining the written permission of THE CHEMICAL FOUNDATION, INCORPORATED, its successors or assigns.

IN WITNESS WHEREOF, the LICENSEE has hereunto set hand and seal this day of , 19 .

.....

.....

.....

—— .

STATE OF
COUNTY OF } *ss.:*

On this day of , in the year 19 , before me personally appeared, to me known, who being by me duly sworn did depose

and say that he resides in ; that he is the of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

.....

Notary Public.

STATE OF
COUNTY OF } *ss.:*

On this day of , in the year 19 , before me personally appeared, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he executed the same.

.....

Notary Public.

PLAINTIFF'S EXHIBIT No. 169.

A meeting of the Board of Directors was held at the office of The Corporation, No. 81 Fulton Street, New York City, on the 5th day of October, 1921.

Present: Messrs. FRANCIS P. GARVAN
GEORGE J. CORBETT

Mr. George J. Corbett reported that the contract with the Pacific Flush Tank Company appointing the latter agent for The Foundation in commercializing and exploiting the Imhoff Process Sewage Tank patents, had been duly executed by both parties and the

sum of Two thousand seventy and 50/100 ($2,070.50) dollars provided for in said contract had been paid, as authorized by the Board of Directors.

He further reported that a form of license had been drawn up and he presented the proposed form which on motion duly made, seconded and unanimously carried, was adopted for use in licensing the inventions covered by these patents. Copy of this form was ordered filed herewith, and it was unanimously

RESOLVED that the President, or the Vice-President in the absence of the President, be and they hereby are authorized, without further action of the Board of Directors, to execute and issue, in the name and on behalf of The Corporation, licenses for the use of inventions embraced within the Imhoff Process Sewage Tank patents, in proper cases, in said form, or in such other form as the Board of Directors may hereafter adopt; and the Secretary be and he hereby is authorized and directed to attach the corporate seal and attest the same by his signature, to any license agreement executed by the President or Vice-President as aforesaid.

* * * * * *

There being no further business the meeting thereupon adjourned.

(Sgd.) GEO. J. CORBETT,
Secretary.

PLAINTIFF'S EXHIBIT No. 169-A.

License No.....

LICENSE

THE CHEMICAL FOUNDATION, INCORPORATED
(Represented by the Pacific Flush-Tank Co.)

To

.....

LICENSE.

WHEREAS, THE CHEMICAL FOUNDATION, INCORPORATED, a corporation organized under the laws of the State of Delaware (hereinafter called the LICENSOR) is the owner of Letters Patent of the United States No. 924,664, No. 978,889, No. 1,056,548, No. 1,057,154, and No. 1,053,396, (hereinafter called the LICENSED PATENTS) and the inventions, processes and methods described therein, (commercially known and hereinafter called the IMHOFF PROCESS); and

WHEREAS,
(hereinafter called the LICENSEE) is desirous of obtaining a non-exclusive license to use and operate IMHOFF PROCESS sewage tanks under the LICENSED PATENTS, within the confines of , of a capacity collectively to serve a population of not exceeding ( ) persons, according to the Schedule of Royalty Fees, hereto attached;

Now, THEREFORE, in consideration of Dollars ($) royalty and interest thereon at the legal rate of ( ) per cent. per annum from the date of beginning of the use and operation of the IMHOFF PROCESS sewage tanks licensed hereunder to the date said royalty is paid, and of the statements hereinafter set forth in the Schedule of Statements, which statements the LICENSEE makes and warrants to be true by the acceptance of this license, the LICENSOR hereby grants unto the LICENSEE a non-exclusive license as aforesaid, to the full end of the terms for which said LICENSED PATENTS are issued subject to the following conditions:

CONDITION A. The LICENSEE shall, before or immediately upon the issuance of this license, pay unto the LICENSOR or unto the licensor's authorized agent, the PACIFIC FLUSH-TANK COMPANY, all unpaid royalties and accrued interest thereon.

CONDITION B. The LICENSEE by accepting this license, admits as between itself and the LICENSOR, and not otherwise, the patentability, novelty, and utility of the inventions, processes and methods of the LICENSED PATENTS and the right, title and interest of the LICENSOR thereto.

CONDITION C. The LICENSOR or its representative shall have the right to inspect any sewage disposal tank operated by the LICENSEE for the purpose of determining whether the inventions, processes and methods covered by the LICENSED PATENTS are employed in the use and operation thereof, and to determine the capacity thereof, and the LICENSEE shall prepare the tank for such inspection upon ten day's notice in writing addressed to the Executive Head of the Bureau or Department in charge of said operations.

SCHEDULE OF STATEMENTS.

Statement No. 1. Name of LICENSEE.....

Statement No. 2. Name of Department or Bureau in charge of sewage disposal operations.....
.....

Statement No. 3. Name of head of Department or Bureau.....

Statement No. 4. Population to be served (See Schedule of Royalty Fees hereto attached)...
.....

Statement No. 5. Date of beginning of the use and operation of the tanks licensed hereunder ...
.....

Statement No. 6. Number of tanks.....

Statement No. 7. Location of tanks.....

Statement No. 8. The LICENSEE does not use or operate any sewage disposal tanks other than those mentioned in statement numbered 5, 6, and 7 above, except as follows:
.....
.....
.....
.....

IN WITNESS WHEREOF, THE CHEMICAL FOUNDATION, INCORPORATED, has caused this license to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, but the same not to be binding upon the LICENSOR unless countersigned by PACIFIC FLUSH-TANK COMPANY, the duly authorized represent-

ative of the LICENSOR, by said representative's President or Vice-President.

Dated, New York, , 19 .

THE CHEMICAL FOUNDATION, INCORPORATED.
By

Attest: *President*
Vice-President.

Secretary.

Countersigned by PACIFIC FLUSH-TANK COMPANY this day of 19 .
By

President
Vice-President.

SCHEDULE OF IMHOFF TANK ROYALTY FEES
To Be Paid To
PACIFIC FLUSH-TANK COMPANY
Chicago New York
Representing the Chemical Foundation, Incorporated, New York

Pop.	*Fee* *	*Pop.*	*Fee*	*Pop.*	*Fee*
100	$ 10.00 min.	9,000	$ 395.00	90,000	2,350.00
200	20.00	10,000	430.00	100,000	2,550.00
300	30.00	12,500	510.00	125,000	3,000.00
400	40.00	15,000	590.00	150,000	3,450.00
500	50.00	17,500	670.00	175,000	3,850.00
600	58.00	20,000	750.00	200,000	4,300.00
750	65.00	22,500	800.00	250,000	5,200.00
1,000	80.00	25,000	850.00	300,000	6,000.00
1,500	105.00	30,000	1,000.00	350,000	6,800.00
2,000	130.00	35,000	1,150.00	400,000	7,600.00
2,500	155.00	40,000	1,300.00	450,000	8,300.00
3,000	180.00	45,000	1,400.00	500,000	9,000.00
3,500	200.00	50,000	1,500.00	600,000	10,150.00
4,000	220.00	55,000	1,650.00	700,000	11,100.00
4,500	235.00	60,000	1,750.00	800,000	12,000.00
5,000	255.00	65,000	1,850.00	900,000	12,600.00
6,000	290.00	70,000	2,000.00	1,000,000	13,000.00
7,000	325.00	75,000	2,100.00	1,500,000	14,000.00
8,000	360.00	80,000	2,200.00	2,000,000	15,000.00

PLAINTIFF'S EXHIBIT No. 170.

COPY

MEMORANDUM OF AGREEMENT made this 12th day of August, 1921, between The Chemical Foundation, Inc., a corporation of the State of Delaware, 81 Fulton Street, New York City, and the Pacific Flush-Tank Co., a corporation of the State of Illinois, 4241-3 Ravenswood Avenue, Chicago, of which not less than three-fourths of the capital stock and the beneficial interest therein is owned by stockholders who are citizens of the United States.

WHEREAS, The Chemical Foundation, Inc., is now the owner of certain letters patent of the United States enumerated in schedule 1, hereto, which said patents were originally issued to Karl Imhoff, of Bradeney, near Esse-en-en-the Ruhr, Germany, for the so called Imhoff process and tanks used in the disposal of sewage; and

WHEREAS, the Pacific Flush-Tank Company was at one time the agent for Karl Imhoff in the United States for the exploitation, licensing and operation of the inventions of said patents; and

WHEREAS, on December 17th, 1917, the Federal Trade Commission, under authority of and in conformity with the Trading with the Enemy Act, and with the Executive Order of October 12, 1917, under patent license No. Seven licensed the Pacific Flush-Tank Company exclusively to make or cause to be made, to use or cause to be used, and carry on or cause to be carried on within the United States, the inventions, processes and methods described in the said letters patent, for the term of said patents, under certain

royalties provided in said license, which said license is still subsisting; and

WHEREAS, The Chemical Foundation, Inc., thereafter under certain Executive Orders, and other proceedings, duly acquired title to the said letters patent and each thereof, and is now the owner of said letters patent; and

WHEREAS, it is desired by the parties hereto to constitute the Pacific Flush-Tank Company the agent or representative of The Chemical Foundation, Inc., the present owner of the said letters patent, for the exploitation, licensing and operation of the inventions, processes and methods described in said letters patent, upon substantially the same terms and conditions as those formerly in force between the Pacific Flush-Tank Company and the said Karl Imhoff;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Pacific Flush-Tank Company shall forthwith surrender its license from the Federal Trade Commission with respect to the said Imhoff patents, and this contract is conditioned upon the acceptance by the Federal Trade Commission of such surrender and the cancellation of such license.

2. Upon said surrender and cancellation The Chemical Foundation, Inc., constitutes and appoints the Pacific Flush-Tank Company its exclusive agent or representative as aforesaid, in connection with the exploitation, licensing and operation of the inventions, processes and methods described and claimed in said letters patent, for the remainder of the terms thereof. It is understood and agreed, however, that all appli-

cations to the Pacific Flush-Tank Company for licenses under the said Letters Patent enumerated in Schedule 1, are to be submitted to The Chemical Foundation, Incorporated, for its approval, that no licenses will be issued without such approval, and if the application is approved by The Chemical Foundation, Incorporated, the latter shall draw the license and transmit the same to the Pacific Flush-Tank Company to be issued. The Chemical Foundation, Inc., authorizes the Pacific Flush-Tank Company to collect for it royalty upon the basis shown in schedule II hereto, of which the Pacific Flush-Tank Company may retain forty (40) per cent. of all such royalties collected without suit, as compensation for its services; where suit is necessary no royalty is payable to the Pacific Flush-Tank Company. No suit is, however, to be started unless the Pacific Flush-Tank Company has exhausted all efforts to collect, and until the Pacific Flush-Tank Company reports to The Chemical Foundation, Inc., that the amounts are uncollectable, unless the Pacific Flush-Tank Company shall fail to make report as to collectibility of any given account upon request of The Chemical Foundation, Inc., in which event such account shall be deemed uncollectible after the expiration of two months from the due date thereof and suit may thereupon be entered forthwith.

3. Suits shall be brought only by The Chemical Foundation, Inc., and after the approval of its counsel. The Pacific Flush-Tank Company is to proceed in the matter of collections, duly notifying all interested parties, and all collections to be reported and remitted as hereinafter provided.

4. The Pacific Flush-Tank Company undertakes to use every effort and endeavor to collect for and to keep track of all Imhoff tank construction, and all use

by any one of any of the inventions described and claimed in the patents included in Schedule 1 hereto; but failure on the part of the Pacific Flush-Tank Company to collect in particular cases shall not be construed as a breach of this contract.

5. The Chemical Foundation, Inc., agrees forthwith to re-imburse the Pacific Flush-Tank Company for certain expenses heretofore incurred by it as follows:

Fees and expenses in connection with Federal Trade Commission license,	$1828.75
625 catalogues at 25 cents each,	156.25
24 half tone cuts, $3.00 each,	75.00
7 zinc cuts, 1.00 each,	10.50
	$2070.50

The Chemical Foundation, Inc., however, is not to be held liable or responsible for any cost or expense of advertising or additional literature without its express authorization in writing. In the event of such authorization The Chemical Foundation, Inc., will assume the expense of such advertising or additional literature.

6. The Pacific Flush-Tank Company shall keep full, true and accurate books of account containing such particulars as may be required by The Chemical Foundation, Inc., from time to time, of its operations under this contract, which books, in so far as it shall be necessary to ascertain the nature and extent of the Pacific Flush-Tank Company's operation hereunder, shall be open to the inspection of The Chemical Foundation, Inc., and its representatives, at all reasonable times; and all receipts from royalties shall be deposited by it in a separate bank account.

The Pacific Flush-Tank Company also agrees to

permit The Chemical Foundation, Inc., and its representatives, at all reasonable times, to inspect said Pacific Flush-Tank Company's books, records, accounts and data concerning said Pacific Flush-Tank Company's past operations in connection with said patents, as agent of Karl Imhoff and as licensee of the Federal Trade Commission, and to furnish such data and information concerning such past operations as The Chemical Foundation, Inc., may from time to time require.

7. The Pacific Flush-Tank Company, within thirty (30) days after January first, April first, July first, and October first of each year, shall furnish The Chemical Foundation, Inc., a true and accurate report, under oath if required, giving such particulars of the business conducted by it during the preceding three months under this contract as may from time to time, be required by The Chemical Foundation, Inc., and as are pertinent to an accounting under this contract; and simultaneously with the making of each such report shall pay to The Chemical Foundation, Inc., the royalty shown to be due thereby for the period covered by such report, which said royalty, as herein provided, shall to the amount prescribed in Schedule II, minus forty (40) per cent. to be retained by the Pacific Flush-Tank Company as compensation for its services but the Pacific Flush-Tank Company shall not be responsible for or obligated to pay to The Chemical Foundation, Inc., the share due The Chemical Foundation, Inc., being sixty (60) per cent. of the royalties collected by the Pacific Flush-Tank Company, except for such royalties as are hereafter collected and received by the Pacific Flush-Tank Company as hereinbefore provided in section numbered Two (2) of this agreement.

8. The Chemical Foundation, Inc., will, at its own expense, bring and diligently prosecute such suits for infringement of the patents included in Schedule 1 as may be reasonably necessary and proper in the opinion of its counsel, to enforce said patents and to prevent unlicensed manufacture, use and sale in the United States, and will, at its own expense, defend any suit brought to question the validity, patentability, novelty, utility and title of The Chemical Foundation, Inc., if, in the opinion of its counsel, such suit should be defended.

9. The Chemical Foundation, Inc., will, at its own expense, defend any suit brought against the Pacific Flush-Tank Company by any person under the provisions of the "Trading with the Enemy Act" of October 6, 1917, and amendments thereto, or otherwise, by reason of the use, subsequent to the execution of this agreement, of the inventions, processes or methods described in said Licensed patents enumerated in Schedule 1 hereto and hold the Pacific Flush-Tank Company harmless in such suits to the extent of the royalties paid by the Pacific Flush-Tank Company under this agreement.

10. The filing of any suit or claim as specified herein, by or against The Chemical Foundation, Inc., or against the Pacific Flush-Tank Company, shall not relieve the Pacific Flush-Tank Company of its duties to use every effort and endeavor to collect royalties and to make regular and timely reports of operations and to make regular and timely payments of royalties due and payable hereunder all as hereinbefore provided, pending the outcome of such suit or claim.

11. If any suit is brought by The Chemical Foundation, Inc., to collect royalties in instances where the Pacific Flush-Tank Company has failed to collect, or

brought or defended by The Chemical Foundation, Inc., involving the validity of the patents enumerated in Schedule 1, the Pacific Flush-Tank Company shall cooperate with the Chemical Foundation, Inc., in the prosecution or defence of such suits and shall, at the request and expense of The Chemical Foundation, Inc., assist in obtaining information and evidence and procuring the attendance of necessary witnesses.

12. Upon failure of the Pacific Flush-Tank Corporation to render reports of its operations under this agreement or make payments as herein provided, of royalties collected, The Chemical Foundation, Inc., may terminate this contract by serving written notice upon the Pacific Flush-Tank Company; but the Pacific Flush-Tank Company shall not thereby be discharged from any liability to The Chemical Foundation, Inc., for any royalties due or to become due by reason of anything that may occur during the time that this contract is in force, and such termination shall be without prejudice to any right of action or remedy of The Chemical Foundation, Inc., for the recovery of any moneys due or to become due under this contract.

13. This contract may be assigned by the Pacific Flush-Tank Company as a part of a sale of its entire business, but the Pacific Flush-Tank Company shall give The Chemical Foundation, Inc., immediate notice of such sale.

14. All written notices of terminations referred to herein shall be given by registered mail addressed to the last known address of the respective parties.

15. This agreement shall be interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be hereunto affixed and duly attested, and these presents to be signed by their duly authorized officers the day and year first above written.

THE CHEMICAL FOUNDATION, INC.,
By
FRANCIS P. GARVAN.

(Corporate Seal)

Attest:
GEO. J. CORBETT,
Secretary.

PACIFIC FLUSH-TANK COMPANY,
By:
E. L. WALCOTT.

(Corporate Seal)

Attest:
L. E. REIN,
Secretary.

(Note.—An acknowledgement, dated August 12, 1921, by Corbett in statutory form is attached to the agreement; as is also one by L. E. Rein, dated August 23, 1921. Schedule I attached to the agreement is a list of the Imhoff patents; and Schedule II is a tabulation of fees to be charged licensees, based upon population of cities and ranging from $10 for a city of 100 inhabitants to $15,000 for cities of 2,000,000.)

PLAINTIFF'S EXHIBIT No. 170½.

SEYMOUR AND SEYMOUR
Corporation and Patent Law

Equitable Building
New York
December 27, 1918.

The Washington Sales Committee,
C/o Alien Property Custodian,
6th & P Sts.,
Washington, D. C.

Sirs:

Subject: Sale of Letters Patent No. 1191480 and 1216612 and Patent Application Serial No. 804744 to Otto Schmidt Assignor to Badische Anilin and Soda Fabrik.

In this matter, Mr. Goldstein made the suggestion that I should submit to you the following considerations, which may affect your action with reference to the above matter.

I represent E. C. Klipstein & Sons Company, to whom in August last the Federal Trade Commission granted a license under the above mentioned patent which was intended to be of scope broad enough to include the manufacture and sale of a product covered by the above specified pending application

The form of the license so far as now material is enclosed herewith.

The subject which I have in mind relates to the power of Badische Anilin and Soda Fabrik, the enemy owners of these patents, to defeat the action of the Alien Property Custodian and the probability of its having already exercised that power.

It is well known that the Badische concern is astute, alert, well-informed, advised by able counsel

and a persistent litigant and owner of many United States Patents and familiar with patent law and procedure.

There appears to be no provision in the "trading with the Enemy Act," which precludes an assignment of Letters Patent by an enemy owner to a neutral or to an ally or to a United States citizen resident in a foreign country. It is only an assignment to "any person in the United States" which is made unlawful. (Section 3 (a))

Even if such an assignment has not already been made, nevertheless, under the fourth paragraph of the amendment of November 4, 1918, a claim filed by such an assignee between the time of the seizure and the time of the sale would probably attach to the patent and put a cloud upon the title thereafter conveyed by the Alien Property Custodian, or, perhaps, an injunction might issue to prevent the conveyance. The advertisement of these patents would probably stimulate such an assignment.

The seizure is made by the Alien Property Custodian, subject to the rights under the aforesaid license granted by the Federal Trade Commission.

The invention has not been practiced in this country, or, so far as known, in any country, except by the licensee under the Federal Trade Commission License, and it is as yet too early to know the commercial value of the invention, or even to reach final conclusions as to the wearing property of leather in the tanning of which the process has been used, or the adaptibility of the process in a large way to tanning purposes, and a purchase at public sale of these patents and this application will be highly speculative.

As an alternative to a public sale, it is suggested that there be considered a private sale to the licensee and that the consideration for that sale be the royalty already determined to be fair by the Federal Trade

Commission, with such provision as may be just to secure its payment. Such a sale would serve the public welfare, protect the purchaser against prior assignment of patent to a neutral, eliminate the speculative feature of the transaction and furnish such protection as is possible to the investment of the licensee in establishing a new industry now beneficial and minimize the injury which would result if there should develop a prior assignment by the enemy owner to a neutral, thereby defeating the sale by the Alien Property Custodian.

By executive order of December 3, 1918, the President vests in the Alien Property Custodian the executive administration of the provisions of Section 7 (c) of the "trading with the Enemy Act," but by the last paragraph of that executive order provides that nothing in the order shall nullify or impair any license heretofore granted by the Federal Trade Commission.

The action now being taken by the Alien Property Custodian is pursuant to this executive order, and the sale, if made, should be subject to the license already granted by the Federal Trade Commission.

An opportunity to appear before your Committee with reference to the matters herein referred to is solicited.

Respectfully submitted,

(Sgd.) FRED. K. SEYMOUR.

(Enc.)

* * * * * * * *
* Alien Property Custodian *
* Received Dec 28 1918 *
* Noted ..... Date ..... *
* Ans'd ..... Date ..... *
* * * * * * * *

PLAINTIFF'S EXHIBIT No. 171.

Follow up Thursday next week.

December 31, 1918.

Fred K. Seymour,
Equitable Building,
New York City, N. Y.
Dear Sir:

In re: Sale of Letters Patent No. 1191480 and 1216612 and Patent Application Serial No. 804744 to Otto Schmidt Assignor to Badische Anilin and Soda Fabrik.

Your letter of December 27 addressed to the Washington Sales Committee has been referred to me as Counsel to that committee for reply. The arguments advanced in favor of a private sale of these patents are not sufficient to convince us that such action should be taken. This same argument would apply to practically every sale being made by this office, and if accepted would negative entirely the expressed declaration of Congress that sales made by the Alien Property Custodian should be at public sale, except where the reasons to the contrary are sufficient to justify the President in making an Executive Order to that effect.

We will, however, be glad to discuss with you at any time after this week the matter of sale of these patents.

Yours truly,

(Sgd.) SPIER WHITAKER,
Assistant General Counsel,
Counsel to Washington
Committee on Sales.

SW.LED

PLAINTIFF'S EXHIBIT No. 172.

Trust 734
Report 33251

RCG-F

JOSEPH J. HART
No. 1137 STERLING PLACE
Brooklyn, New York City

Feby. 5, 1919.

Hon. A. Mitchell Palmer,
Washington, D. C.

My dear Mitchell:

Referring to the four foreign owned patents—the subject of our last talk in Washington—Could they be put up for sale at an early date—If not incompatible with your regulations I trust this could be arranged with as little delay as may be.

Your Mr. Goldstein, I believe, is familiar with all details. Please advise me.

Very truly yours,

(Sgd.) JOSEPH J. HART,

Tanning
E. C. Klipstein
& Sons Co.

Room 933
Municipal Bldg.,
New York City.

Executive Office
Received
Feb 7 1919
Referred to .....
Ans'd ..... Date .....

PLAINTIFF'S EXHIBIT No. 173.

MEMORANDUM

February 20, 1919.
Re: Trust G-734
Report 33251

To Mr. A. Mitchell Palmer
From Mr. R. C. Goldstein
Division of Patents

This is to recall to your mind the three Patents and the Application for a Patent in which Messrs. E. C. Klipstein & Sons Company are interested as prospective purchasers.

You will recall that Mr. Frederick Seymour has called on you personally about this and also that Mr. Joseph J. Hart is interested, and has, I understand, called upon you in relation thereto.

All of the Patents, as well as the Application for a Patent, cover a tanning composition and processes involved in its production used in the initial stages in the tanning of hides and skins.

I am calling Mr. Whitaker's attention to this matter, as I understand he is the counsel for the Washington Sales Committee. I am also attaching my memorandum to you of December 23, 1918.

Please indicate your wishes.

PLAINTIFF'S EXHIBIT No. 174.

A. P. C. 198

ALIEN PROPERTY CUSTODIAN

MR. WAGNER

MEMORANDUM FROM THE CUSTODIAN

February 22, 1919.

To Washington Committee on Sales.

Please note attached report from Mr. Goldstein,

Division of Patents. I wish you would arrange for sale of these patents at an early date.

(Sgd.) A. M. P.

PLAINTIFF'S EXHIBIT No. 175.

A. P. C. 198

ALIEN PROPERTY CUSTODIAN

MEMORANDUM FROM THE CUSTODIAN

March 3, 1919.

To Mr. Whitaker.

In re Klipstein & Sons Co.

If the Sales Committee believes that these patents belong to the class which ought to be conveyed to the Chemical Foundation Corporation, I shall offer no objection, but I was under the impression that they were patents which were being used in this country in the production of leather or some leather products and did not strictly come within the purview of the purpose of the Foundation.

If they are used at present in connection with an active going industry, it seems to me we ought to sell them in pursuance of our usual custom. I am inclined, therefore, without knowing near as much as he does, to disagree with Mr. Hoguet's opinion.

If there is still doubt on the subject, Mr. Garvan should be consulted.

(Sgd.) A. M. P.

PLAINTIFF'S EXHIBIT No. 176.

A. P. C. 197

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets, N. W.
Washington, D. C.

RAMSAY HOGUET
149 Broadway
New York City

New York, March 10, 1919.

Mr. Spier Whitaker,
Office Alien Property Custodian,
Sixteenth & P Streets, N. W.,
Washington, D. C.

Re E. C. Klepstein & Sons Co.
Badische Anilin & Soda Fabrik

Dear Mr. Whitaker:

Referring to your letter of March 3rd and your memorandum to Mr. Palmer, I think it would be very inadvisable to convey these patents to any private individual and think they should be conveyed to The Chemical Foundation with the other patents in the class to which they relate.

Yours very truly,

(Sgd.) RAMSAY HOGUET.

RH:P

ALIEN PROPERTY CUSTODIAN
Received Mar 11 1919
Noted .....Date.....
Ans'd .....Date.....

PLAINTIFF'S EXHIBIT No. 177.

General E. Leitz File
Cable Address E. LEITZ
CONMOVER Inc.
New York NEW YORK

Incorporated
Organized Under the Laws
of the State of New York
Manufacturers Wholesalers Importers and Exporters
in
Laboratory Apparatus Microscopical and
Bacteriological Supplies
30 East 18th Street
New York
In Reply Refer to AT:JS

May 20th, 1919.

Alien Property Custodian,
Division of Patents,
Washington, D. C.

Dear Sir:—

We understand that you have taken possession of patents held by citizens of enemy countries and that these patents are for sale.

We are interested in patent #998091 July 18, 1911, patentee: F. Hellige of Freiburgh, Breisgau, Germany, article: Color measuring device. Recently we have perfected a method for fusing glass and therefore are able to now manufacture the glass vessels which are part of the patent referred to.

If this patent is for sale, we desire to be familiarized with the method of how this patent can be purchased and eventually its price.

Hoping to hear favorably from you, we remain
Yours faithfully,

E. LEITZ, INC.,
Per (Sgd.) A. FRAIZER,
General Manager.

* * * * * * * * * * * * * *
* ALIEN PROPERTY CUSTODIAN *
* Received May 21 1919 *
* Noted .....Dated..... *
* Ans'd R. C. G. Date 5/31/19 *
* * * * * * * * * * * * * *

PLAINTIFF'S EXHIBIT No. 178.

E. Leitz File

Cable Address
CONMOVER
New York

E. LEITZ
Inc.
NEW YORK
Incorporated
Organized Under the Laws
of the State of New York
Manufacturers Wholesalers Importers and Exporters
in
Laboratory Apparatus Microscopical and
Bacteriolgical Supplies
30 East 18th Street
New York

In Reply Refer to AT:JS General

May 29th, 1919.

Alien Property Custodian,
Division of Patents,
Washington, D. C.

Dear Sir:—

We respectfully confirm our letter of the 20th instant to which we have not received your answer as

yet. We deem it advisable to enclose herewith copy of same, hoping that your reply will be forthcoming at an early date.

Thanking you in advance, we remain

Yours faithfully,

E. LEITZ, INC.,
Per (Sgd.) A. FRAIZER,
General Manager.

Enclosure (1)

* * * * * * * * * * * * * *
* ALIEN PROPERTY CUSTODIAN *
* Received May 31, 1919 *
* Noted R. C. G. June 2, 1919. *
* Ans'd .....Date..... *
* * * * * * * * * * * * * *

PLAINTIFF'S EXHIBIT No. 179.

Your reference
AT JS

E. Leitz File

May 31, 1919.

General
E. Leitz, Inc.
30 East 18th Street,
New York, N. Y.

Gentlemen:

It is desired to acknowledge your letter of May 20, 1919, in which you state that you desire to purchase patent No. 998091, dated July 18, 1911, issued to F. Hellige, of Freonirgh, Breisgau, Germany, covering "COLOR MEASURING DEVICE."

This matter is now receiving our attention and you will be further advised.

Very truly yours,
DIVISION OF PATENTS.
By (Sgd.) ROBERT C. GOLDSTEIN,
Chief of Division.

RCG:SMB

PLAINTIFF'S EXHIBIT No. 180.

Ramsay Hoguet General File

General

May 31, 1919.

Mr. Ramsay Hoguet, Esquire,
149 Broadway,
New York, N. Y.

Dear Mr. Hoguet:

We have received a letter from E. Leitz, Inc., of New York, dated May 20, 1919, in which they advise that they are interested in patent No. 998091 dated July 18, 1911, issued to F. Hellige of Freiburgh, Breisgau, Germany, covering "COLOR MEASURING DEVICE."

It occurs to us that you might be interested in this matter on behalf of the Chemical Foundation, Inc.

Please advise.

Very truly yours,
DIVISION OF PATENTS.
By (Sgd.) ROBERT C. GOLDSTEIN,
Chief of Division.

RCG:SMB

PLAINTIFF'S EXHIBIT No. 181.

General File No. 736

COPY.

EMERY, VARNEY, BLAIR & HOGUET,
140 Broadway,
New York.

April 22, 1919.

File G O—736

Arabol Manufacturing Company,
100 William Street, New York.

Dear Sirs:

The interest of the enemy in a certain contract

between Dr. Frederick Supf and Arabol Manufacturing Company, including the right to receive future royalties, has been seized by the Alien Property Custodian and sold to the Chemical Foundation, Inc. The Chemical Foundation thus becomes entitled to receive all future royalties under such agreement and payments accruing from and after April 10, 1919, the date of the conveyance to The Chemical Foundation, Inc., should not be made to the Alien Property Custodian as heretofore, but to his assignee, The Chemical Foundation, Inc. These payments may be made to Mr. George J. Corbett, Treasurer, 61 Broadway, New York.

The terms of your license are unaffected by this transfer and you will continue to exercise the same privileges and be subject to the same liabilities as heretofore. Should you desire any confirmation of this letter, you may obtain it by addressing the Division of Patents, Alien Property Custodian, Washington, D. C.

Yours very truly,

(Sgd.) RAMSAY HOGUET.

RH:P

ALIEN PROPERTY CUSTODIAN
Received Apr 25 1919
Noted..... Date.....
Ans'd..... Date.....

PLAINTIFF'S EXHIBIT No. 182.

General File No. 736

Cable Address:
"Arabol New York."

L. M. Weingärtner, President.
A. F. Voigt, Vice-President.
F. Drittler, Treasurer.
F. W. Zeimer, Secretary.

THE ARABOL MANUFACTURING CO.,
100 WILLIAM STREET.

New York, April 24, 1919.

General File G O 736

Alien Property Custodian,
Division of Patents,
16th & P Sts., N. W.,
Washington, D. C.

Gentlemen:

We today received a letter of which the enclosed is a copy.

The above letter was the first intimation that either our Company or anybody connected therewith had of the sale or intention to sell the royalty contract mentioned in the enclosed note; if notice of intention to sell had been sent to us we may have been interested in submitting an offer for an assignment of such contract.

In view of the foregoing will you please send to us, at your early convenience, all details regarding the above sale and a duplicate of the documents issued thereon and such other facts and circumstances connected with such above mentioned sale as may be pertinent, and at the same time will you please advise us whether you concur in the requests made in the enclose letter.

Please acknowledge receipt hereof.

Yours truly,

(Sgd.) THE ARABOL MFG. CO.,
A. F. VOIGT,
V. P.

AFV:AB

ALIEN PROPERTY CUSTODIAN
Received Apr 25 1919
Noted..... Date.....
Ans'd R. H. 6/6/19

PLAINTIFF'S EXHIBIT No. 183.

General File No. 736
May 6, 1919.

General File G O—736

The Arabol Manufacturing Company,
100 William Street,
New York, N. Y.

Gentlemen:

Answering your favor of April 24, 1919, it is desired to state that the Alien Property Custodian has sold to the Chemical Foundation, Incorporated, the enemy interest under the license agreement to which you refer, and you will, therefore, in the future, pay your royalties to the Chemical Foundation, Incorporated, instead of to the Alien Property Custodian.

Mr. Ramsay Hoguet's letter states the facts fuller. We suggest that you call upon him, at 149 Broadway, New York.

Very truly yours,
DIVISION OF PATENTS,
By (Sgd.) ROBERT C. GOLDSTEIN,
Chief of Division.

RH:SMB

PLAINTIFF'S EXHIBIT No. 184.

"A Powerful Antiseptic, Somewhat Stronger in This Respect Than Mercuric Chloride and Considerably Stronger Than Phenol." (Report Council on Pharm. and Chem., A. M. A., by Whom Chinosol Has Been Accepted.)

CHINSOL CO.

PARMELE PHARMACAL CO., SELLING AGENT

47-49 West Street

New York

Charles Roome Parmele, Prest.
F. G. Zinsser, Vice-Prest.
Charles R. Parmele, Jr., Treas.

Cable Address
"Arsenauro"
Telephone
Bowling Green 8880.

March 21, 1919.

Alien Property Custodian,
Division of Patents,
Washington,
D. C.

Dear Sir:

Your valued communication of March 19th

In re: Trust 36983, Report 37327
Enemy Leopold Ostermann.

We beg to state that we have no possible interest in Patent No. 1099761 issued June 9, 1914, entitled "Process for the formation of Diaryl Ether" and did not know of its existence.

In reference to Patent No. 906918 issued December 15, 1908, entitled "Process of making Neutral Exychinolin Salts," let us state most positively that that patent is the property of the Chinosol Company. It was assigned to us by its owner, Leopold Ostermann and the assignment was placed on file in the United States Patent Office May 6, 1911, in Liber A. 87, page 105 of transfer of patents. We hold this duly recorded assignment bearing the seal of the Patent Office of the United States of America and by no possible process of reasoning could it be claimed that this patent belongs to anyone except the Chinosol Company, of which the writer is the president.

As has previously been stated to your depart-

ment, there is not now, nor has there at any time ever been, one single penny of alien money invested in the Chinosol Company, either directly or indirectly. It is owned entirely by Americans and always has been.

The procedure which you suggest is entirely out of order and we positively decline to accept service.

We will not convey, or transfer, or assign or deliver this patent to you—It is the property of the Chinosol Company duly recorded and we ask for your reply notifying us that you have made an error in this instance.

Under the circumstances, we respectfully return herein the document which you wished us to sign.

Yours very truly,

CHINOSOL COMPANY,

(Sgd.) CHAS ROOME PARMELE,

President.

* * * * * * * * * *

* ALIEN PROPERTY CUSTODIAN *

* Received Mar 26 1919 *

* Noted..... Date..... *

* Ans'd R C G Date 3/26 *

* * * * * * * * * *

PLAINTIFF'S EXHIBIT No. 185.

Division of Patents.

March 26, 1919.

IN RE: TRUST G-36983, REPORT 37327.

Chinosol Company,
47 West Street,
New York, N. Y.

Gentlemen:

Referring to your letter of March 21, 1919, in relation to patent No. 906,918 covering "Process of

Making Neutral Oxychinolin Salts," which you advise is as having been assigned to you and put of record in the Patent Office May 6, 1911, you will please be advised that this matter is receiving our attention and that you will be informed of our decision relative thereto in due course.

Very truly yours,
DIVISION OF PATENTS,
By (Sgd.) ROBERT C. GOLDSTEIN,
Chief of Division.

RCG:SD

PLAINTIFF'S EXHIBIT No. 186.

"A Powerful Antiseptic, Somewhat Stronger in This Respect Than Mercuric Chloride and Considerably Stronger Than Phenol." (Report Council on Pharm. and Chem., A. M. A., by Whom Chinosol Has Been Accepted.)

CHINSOL CO.,
PARMELE PHARMACAL CO., SELLING AGENT
47-49 West Street,
New York

Charles Roome Parmele, Prest.
F. G. Zinsser, Vice-Prest.
Charles R. Parmele, Jr., Treas.

Cable Address
"Arsenauro"
Telephone
Bowling Green 880

Alien Property Custodian,
Division of Patents,
Washington,
D. C.

IN RE: TRUST 36983—REPORT 37327.

Gentlemen:

Referring again to your letter of March 26th, let us ask that you send to us such document as will completely clear our title to Patent No. 906918.

Your letter of March 26th said, "You will be informed of our decision relative thereto in due course."

No communication from you has reached us.

We have clearly stated our position in this matter

and we hold official assignment of patent, said assignment having been placed on file in the United States Patent Office May 6, 1911, in Liber A, 87, page 105 of transfer of patents and it bears the official seal of the government.

By no possible procedure had you the authority to include this patent in the list of patents which were turned over to the Chemical Foundation. The officers of that organization have clearly seen that they have no right to the title to that patent and we have received from the Chemical Foundation a document duly signed by Mr. Douglas I. McKay, Vice President, dated August 25th, 1919, saying—

> "Complying with request contained in your favor of August 22nd, I beg to state that the Chemical Foundation has no claim to Letters Patent No. 906918."

A very serious injustice was done to us and a very considerable damage caused to our Company through the unwarranted inclusion of our patent among those which were turned over to the Chemical Foundation and we must now ask that you send us such document as will clear this matter up.

It is not unreasonable for us to ask that you give this matter your prompt attention, in view of the fact that nearly eight months have elapsed since your last communication reached us.

Yours truly,
CHINOSOL COMPANY,
(Sgd.) CHAS. ROOME PARMELE,
President.

* * * * * * * * * *
* ALIEN PROPERTY CUSTODIAN *
* Received Oct 11 1919 *
Noted R. C. G. Date 10/13/19
* Ans'd ..... Date ..... *
* * * * * * * * * *

PLAINTIFF'S EXHIBIT No. 187.

October 14, 1919.

In re: Trust 36983
Report 37327
Enemy: Leopold Ostermann.

Chinosol Company,
47-49 West Street,
New York, New York.

Gentlemen:

Replying to your letter received by this office October 11, 1919, in which you advise that Patent No. 906918 dated December 15, 1908, covering a process of making neutral oxychinolin salts, and which has been taken over by this office and conveyed to the Chemical Foundation, Incorporated, 81 Fulton Street, New York, New York, was assigned to you and that the assignment is on record in the Patent Office, as of May 6, 1911, in Liber A-67, page 106.

You will please be advised that we are writing to the Chemical Foundation, Inc., and asking them to take this matter up with you directly.

Very truly yours,

DIVISION OF PATENTS,
By (Sgd.) ROBERT C. GOLDSTEIN,
Chief of Division.

RCG:CFM

PLAINTIFF'S EXHIBIT No. 188.

"A Powerful Antiseptic, Somewhat Stronger in This Respect Than Mercuric Chloride and Considerably Stronger Than Phenol." (Report Council on Pharm. and Chem., A. M. A., by Whom Chinosol Has been Accepted.)

CHINOSOL CO.
Parmele Pharmacal Co., Selling Agent
47-49 West Street
NEW YORK

Charles Roome Parmele, Prest.
F. G. Zinsser, Vice-Prest.
Charles R. Parmerle, Jr., Treas.

Cable Address
"Arsenauro"
Telephone
Bowling Green 8880

October 17, 1919.

Alien Property Custodian,
Bureau of Trusts,
16th & P. Streets, N. W.,
Washington, D. C.

Special Attention Mr. Robert C. Goldstein,
Chief of Division.

Dear Sir:

Your letter dated October 14th, posted in Washington October 15th and addressed to us in the letter as 47 West Street, yet incorrectly addressed on the envelope as "29 Broad Street," reaches us October 17th.

You acknowledge receipt of our letter which reached you on October 11th, yet you have evidently not read it. We would ask that you carefully do so.

We particularly stated that we had received a letter from the Chemical Foundation and we quoted to you its contents verbatim. Your letter tells us that you have asked the Chemical Foundation, Incorporated, to take this matter up with us. They have absolutely nothing on earth to do with it. The point is that the Alien Property Custodian assumed the right, strictly contrary to our vested interests, to make disposition of a patent which belongs to us and what we ask for is a document from the Alien Property Cus-

todian, stating that our patent stands in exactly the same position in which it stood before the Alien Property Custodian assumed the power to make disposition of it.

We will not again communicate with the Chemical Foundation, Incorporated, and it is entirely immaterial to us what the Chemical Foundation may or may not see fit to write to us. Our case is entirely with the Alien Property Custodian and as this matter has now hung fire in most unwarranted way for over seven months, we feel that we are not unduly insistent when we again ask that you shall send to us a document stating that the rights to process patent No. 906918 rest exactly where they did prior to the action which was taken by the Alien Property Custodian.

Mr. Hoguet, the patent attorney of the Chemical Foundation, stated to me four months ago that he realized that it was a mistake on the part of the Alien Property Custodian to have included our patent in the transfer to the Chemical Foundation and that he was going to Washington the next night and would request the Alien Property Custodian to write to us an official communication covering the situation.

We can see no real excuse for further delay on the part of the government in sending to us the communication which we are so clearly entitled to.

We hope for your very prompt reply.

Yours truly,

CHINOSOL COMPANY,

(Sgd.) CHAS. ROOME PARMELE,

President.

ALIEN PROPERTY CUSTODIAN
Received Oct 20 1919
Noted R. C. G. Date Oct. 21, 1919
Ans'd .....Date.....

PLAINTIFF'S EXHIBIT No. 189.

October 21, 1919.

In Re: Trust 36983
Report 37327
Enemy: Leopold Ostermann.

Chinosol Company
47-49 West Street
New York, New York

Gentlemen:

With reference to your letter of October 17, 1919, it is desired to state that Patent No. 906,918 was demanded by this office, as belonging to Leopold Ostermann, subject to the rights, if any, of your Company. If, therefore, you have any substantial rights in this patent they have actually not been affected by such demand.

Should it appear upon investigation that in fact there existed at the time of the demand no enemy interest in this patent and if for any reason it should be desired to clear the record in the patent office so that the patent should stand in status quo as of the date previous to the demand, in that event there appears to be only one practical method of procedure and that is, for the Chemical Foundation, Inc., either to execute a deed to you in the nature of a reconveyance, or quit-claim, whichever may be preferred.

As the record in the patent office now stands, the patent has been demanded by the Alien Property Custodian and conveyed to the Chemical Foundation, Inc., subject to whatever rights you may have therein. It should readily appear to you that if the Alien Property Custodian should now execute a deed to you directly, in the nature of a reconveyance or quit-claim, he would then be in the position of conveying a patent to you, title to which is in the Foundation.

For these reasons the matter has been referred to the Foundation, with the request that there be an adjustment through it. A copy of this letter is being forwarded to the Foundation.

If you have any suggestions to offer, this office will be pleased to give them careful consideration.

Very truly yours,

DIVISION OF PATENTS,
By (Sgd.) ROBERT C. GOLDSTEIN,
Chief of Division.

RCG:CFM

PLAINTIFF'S EXHIBIT No. 190.

October 21, 1919.

In re Trust 36983
Report 37327
Enemy: Leopold Ostermann.

Ramsay Hoguet, Esq.,
129 Broadway,
New York, New York.

Dear Sir:

The attached copy of a letter to the Chinosol Co., which is self-explanatory, is referred to you for your attention.

The Chinosol Co. claims that it has been the record owner of Patent No. 906918 since May 6, 1911. They have advised us that they took up this matter with the Chemical Foundation, Inc., and that the Foundation has informed them in a letter of August 25, 1919, signed by Mr. Douglas I. McKay that the Chemical Foundation has no claim to this patent.

Their letter to us of October 17, 1919 does not make pleasant reading. It accuses us of the usual high

crimes and misdemeanors. Will you not, therefore, give this matter your preferred consideration and communicate with the Chinosol Co., at the earliest possible moment.

Very truly yours,

DIVISION OF PATENTS,
By (Sgd.) ROBERT C. GOLDSTEIN,
Chief of Division.

RCG:CFM

PLAINTIFF'S EXHIBIT No. 191.

Extracts from Minutes of certain meetings of American Dyes Institute.

NOTE: This exhibit withdrawn as copies of the minutes of the different meetings of American Dyes Institute were subsequently offered and admitted in evidence.

PLAINTIFF'S EXHIBIT No. 192.

Statement of Lee C. Bradley, Esq., General Counsel, Alien Property Custodian, before the sub-committee of the Committee of Appropriations of the United States Senate, on October 21, 1918.

NOTE: Same as Exhibit "A" annexed to bill of complaint and not reprinted here. (See Record, Vol. I, page 75.)

IN RE CHEMICAL FOUNDATION. STATEMENT OF MONEYS RECEIVED BY ALIEN PROPERTY CUSTODIAN ON ACCOUNT OF T

Date Assigned to Chem. Fdn.	Page Complaint	Trust No.	Issued to	Date of Issue	Patent Numbers and Trade-Marks	Name of Patentee or A
4/10/19	288	33738-9	General Ceramics Co., Inc.	Not shown.	936844-1124380	Oscar Zahn & Deutsche Ten-und S
"	288	33738-9-40-43	"	"	1099451	"
"	284	33051-17541	The Metal Thermit Corp.	"	Not given	Badische Analin & Soda Fabrik
"	303	33741-2	General Ceramics Co., Inc.	"	881806-1151801	C. H. Borrmann
6/21/19	311	39866	New Process Gas Mantle Co.	"	1020255	Cerofirm-Gesellschaft G. M. B. H.
4/10/19	286	8876	F. H. Kindel	"	703940	F. H. Kindel Agent Coln-Muse
"	286	3816	Contract Process Company	"	Not given	Chemische Fabrik Rheina
"	289	28323	Reinschild Chemical Co.	"	896807-943163	Chemische Fabrik Helfenberg
2/26/20	339	3816	Stallmann & Co.	"	618167-8627981-TM's 27454-29836-29831	Chemische Fabrik Rhenania
4/10/19	302	23146	Cranby Mining & Smelting Co.	"	979349	Erzroest Gesellschaft M. B. H.
2/26/20	337	34378	Frieda Lolb	"	700056-751303-823-688-839396-975081-1057174	Gesellschaft fur Abwasserklarung
4/10/19	285	21180	Beckton Dickinson & Co.	"	823859	Friederich Grosche
2/26/20	340	963	Pacific Flush Tank Co.	"	924664-978889-1053396-1056548-1057154	Kare Imhoff
4/10/19	285	3362	Kneipp Malt Food Company	"	513252	Kathreiners Malzkaffel Fabriken
"	287	11269	Eastman Kodak Co.	"	1188376-1217027	Leon Lilienfeld
6/21/19	311	537	Merck & Co	"	Trade-Marks 32737-27388	Firm of E. Merck
2/26/20	338	204	National Carbon Co.	"	Not given	Franz Meiser
"	338	3722	Montanin Company	"	Trade-Mark 66726	Montana Company
"	339	12681	American Kitchen Prod. Co.	"	Not given	Carl W. Rademacher
4/10/19	285	17647	Stearns-Rogers Mfg. Co.	"	1078125	Reinische Dampfkessel & Maschin
"	287	2267	Lehn & Fink	"	Trade-Marks 53927-53938	Schulke & Mayr Aktiengesellschaf
"	284	18678	Arabol Mfg. Co.	"	974448	Dr. Frederick Supf.
6/21/19	312	39200	Electric Boat Co.	"	868383-995113-1083903-1130785-1261987	Alfred Wilm & Heinrich Krautsch
4/10/19	294	986	American Creosoting Co. of N. J.	"	12707-709799-1088864	Huelsberg & Cia
"	291	986	Atlantic Coast Line R. R. Co.	"	" " "	"
"	289	986	Atchison Topeka & Santa Fe	"	" " "	"
"	301	986	Ayer & Lord Tie Co.	"	" " "	"
"	298	986	Boston Elevated Ry. Co.	"	" " "	"
		986	"	"	" " "	"
"	290	986	Continental Tie & Lumber Co.	"	" " "	"
"	293	986	Joseph B. Card	"	" " "	"
"	292	986	Central Creosoting Co.	"	" " "	"
"	302	986	Compressed Wood Preserving Co.	"	" " "	"
"	299	986	Central of Georgia Ry. Co.	"	" " "	"
		986	"	"	" " "	"
"	297	986	Charlotte Harbor & Northern Ry.	"	" " "	"
"	295	986	El Paso & S. W. Co.	"	" " "	"
"	292	986	The Gulf Creosoting Co.	"	" " "	"
"	299	986	The Jennison Wright Co.	"	" " "	"
"	290	986	Kettle River Lumber Co.	"	" " "	"
"	294	986	Lembcke Von Bermuth & Co.	"	" " "	"
"	301	986	Michigan Wood Preserving Co.	"	" " "	"
"	300	986	Missouri Kansas & Tex. Ry. Co.	"	" " "	"
"	300	986	National Lumber & Creosot'g Co.	"	" " "	"
"	295	986	Ohio Wood Preserving Co.	"	" " "	"
"	299	986	Pittsburgh Wood Preserving Co.	"	" " "	"
"	298	986	Pennsylvania R. R. Co.	"	" " "	"
			"	"	" " "	"
"	297	986	Philadelphia & Reading Rwy. Co.	"	" " "	"
"	296	986	Pacific Creosoting Co.	"	" " "	"
"	291	986	Southern Wood Preserving Co.	"	" " "	"
"	301	986	St. Paul & Tacoma Lumber Co.	"	" " "	"
"	296	986	Southern Creosoting Co.	"	" " "	"
"	295	986	Santa Fe Tie & Lumb. Prsvg. Co.	"	" " "	"
"	290	986	St. Helena Creosoting Co.	"	" " "	"

T OF THE FOLLOWING DESCRIBED CONTRACT RIGHTS ASSIGNED BY A. P. C. TO CHEMICAL FOUNDATION.

or Assignor	Royalties to Dec. 31, 1917	Royalties to June 30, 1918	Royalties to Dec. 31, 1918	Royalties to June 30, 1919	Royalties to Dec. 31, 1919	Royalties to June 30, 1920	Total Royalties	Remarks
-und Steinseng Werke								
brik		3,019.17	3,105.19	2,172.88			8,297.24	
B. H.								
usener-Bergs Athiewerein	125.00	375.00	125.00	238.89			863.89	
	1,029.05	40.74	51.30				1,121.09	
g			396.39				396.39	
H.	173.53	70.11	18.54	23.29	37.71	23.65	346.83	
arung M. B. H.	350.00						350.00	
		180.00		90.00		11.42	281.42	
	3,450.66						3,450.66	
iken	2,951.38	544.54	389.99	227.07			4,112.98	
	6,897.70	2,204.00	2,160.00	497.25			11,758.95	
		720.00				212.00	932.00	
		75.00	150.00	75.00			300.00	
		20,303.99	26,030.11	6,229.94	5,507.55	2,856.04	60,927.63	
aschin Fab. Liberty Bonds	8,025.00						8,025.00	
llschaft	2,702.07	8,480.05	1,364.76				12,546.88	
	213.09		136.10	21.45			370.64	
Krautschneider								
		1,579.26					1,579.26	
	1,943.81						1,943.81	
		13,472.84					13,472.84	
	320.86						320.86	
		24.29					24.29	
	1,464.99						1,464.99	
		84.29					84.29	
		55.81					55.81	
		626.10					626.10	
		650.12					650.12	
		10,352.72					10,352.72	
		2,252.74					2,252.74	
		26.45					26.45	
		870.80					870.80	
		55.38					55.38	
	2,196.63						2,196.63	
		1,646.51					1,646.51	
		65.49					65.49	
		3.36					3.36	
	773.21						773.21	
	254.51						254.51	
	32,871.49	67,778.76	33,927.38	9,575.77	5,545.26	3,103.11	152,801.77	

SUMMARY.

Royalties Earned	
To December 31, 1917	
To June 30, 1918	
To December 31, 1918	
To June 30, 1919	
To December 31, 1919	
To June 30, 1920	

CONTRACT RIGHTS ASSIGNED BY A. P. C. TO CHEMICAL FOUNDATION.

Royalties to June 30, 1918	Royalties to Dec. 31, 1918	Royalties to June 30, 1919	Royalties to Dec. 31, 1919	Royalties to June 30, 1920	Total Royalties	Remarks
3,019.17	3,105.19	2,172.88			8,297.24	
375.00	125.00	238.89			863.89	
40.74	51.30				1,121.09	
	396.39				396.39	
70.11	18.54	23.29	37.71	23.65	346.83	
					350.00	
180.00		90.00		11.42	281.42	
					3,450.66	
544.54	389.99	227.07			4,112.98	
2,204.00	2,160.00	497.25			11,758.95	
720.00				212.00	932.00	
75.00	150.00	75.00			300.00	
20,303.99	26,030.11	6,229.94	5,507.55	2,856.04	60,927.63	
					8,025.00	
8,480.05	1,364.76				12,546.88	
	136.10	21.45			370.64	
1,579.26					1,579.26	
					1,943.81	
13,472.84					13,472.84	
					320.86	
24.29					24.29	
					1,464.99	
84.29					84.29	
55.81					55.81	
626.10					626.10	
650.12					650.12	
10,352.72					10,352.72	
2,252.74					2,252.74	
26.45					26.45	
870.80					870.80	
55.38					55.38	
					2,196.63	
1,646.51					1,646.51	
65.49					65.49	
3.36					3.36	
					773.21	
					254.51	
67,778.76	33,927.38	9,575.77	5,545.26	3,103.11	152,801.77	

SUMMARY.

Royalties Earned			Total Royalties
To December	31,	1917	$32,871.49
To June	30,	1918	67,778.76
To December	31,	1918	33,927.38
To June	30,	1919	9,575.77
To December	31,	1919	5,545.26
To June	30,	1920	3,103.11
			$152,801.77

PLAINTIFF'S EXHIBIT No. 195.

Contract, In Re American Kitchens Products Company. Subsequently offered and admitted in evidence as Plaintiff's Exhibit No. 402.

PLAINTIFF'S EXHIBIT No. 196.

Statement to be compiled and offered in evidence as this exhibit not offered as data called for is embodied in statement offered and admitted in evidence as Plaintiff's Exhibit No. 400.

PLAINTIFF'S EXHIBIT No. 197.

MEMORANDUM FOR THE UNITED STATES DEPARTMENT OF JUSTICE.

August 17th, 1922.

We have verified all of the accounts containing patents, trade-marks, copyrights, contracts and serial numbers (application for letters patent) assigned to the Chemical Foundation, Incorporated and have found no royalties received in this office other than on the schedule furnished the Department of Justice showing royalties received on contract assignment trusts.

ALIEN PROPERTY CUSTODIAN
DIVISION OF TRUSTS
(Sgd.) H. W. Schmits
For Assistant Chief.

HWS/CM

a/c Invest
DEPARTMENT OF JUSTICE
Oct 6 1922 A. M.
MAILS AND FILES DIVISION

Trust No. 33738-9
Report No. 33872

Patents 936,844 and 1,124,380
Enemy Owner: Oskar Zahn & The Deutsche Ten-und Steinseug Werke, A. G.
Payee: General Ceramics Company, Inc.
AMOUNT: NONE

Trust Nos. 33743; 33738-9-40
Report No. 33879.
Patent: 1,099,451
Enemy Owner: Oskar Zahn, doing business as The Deutsche Ton-und Steinzeug-Werke, A. G.
Payee: General Ceramics Company, Inc.
AMOUNT: NONE

Trust No. 734
Report No. 33052 & 17541.
Patent: (None Given.)
Enemy Owner: Badische Aniline and Soda Fabrik
Payee: The Metal Thermit Corp.

Date Received	Period Covered	Am
5/14/18	4/17 to 2/18	$3,0
8/26/18	3/18 to 7/18	1,8
2/25/19	8/18 to 9/18	1,2
5/1/19	10/18 to 3/19	2,1
3/31/20	4/1/19 to 4/10/19	

Trust Nos. 33741-2
Report No. 33874
Patents: 881,806—1,151,801
Enemy Owner: C. H. Borrmann
Payee: The General Ceramics Co.
AMOUNT: NONE

Trust No. 39866
Report No. 40335
Patent: 1,020,255
Enemy Owner: Cerofirm-Gesellschaft, G. M. B. H.
Payee: Harry Polasky & O. B. Eisendrath, co-partners trading as New Process Gas Mantle Company.
AMOUNT: NONE

Trust No. 8876
Report No. 9772

Patent: 703,940
Enemy Owner: F. H. Kindel, Agent for
Coln-Musener-Berwegs Ahtienverein

Date Received	Period Covered	Amount
2/11/18	7/17 to 9/17	$ 125.00
4/17/18	10/17 to 3/18	250.00
8/12/18	4/18 to 6/18	125.00
10/30/18	7/18 to 9/18	125.00
10/20/21	10/18 to 4/10/19	238.89

Trust No. 3816
Report Nos. 2582 & 705
Patent: (Not Given.)
Enemy Owner: Chemische Fabrik Rheina
Payee: The Contract Process Company

Date Received	Period Covered	Amount
3/21/18	1/1/16 to 12/31/17	$1,029.05
5/10/18	1/1/18 to 3/31/18	18.36
8/5/18	4/1/18 to 6/30/18	22.38
10/17/18	7/1/18 to 8/20/18	51.30

Trust No. 28323
Report No. 29355
Patents: 896,807—943,163
Enemy Owner: Chemische Fabrik Helfenberg
Payee: Reinschild Chemical Company

Date Received	Period Covered	Amount
11/25/18	Up to 8/15/18	$ 396.39

Trust No. 3816
Report No. 2582
Patents: 618,167 & 8,627,981.
Trade Marks: 27454 "Nosophen"; 29831 "Endoxin";
29836 "Antinosen."
Enemy Owner: Chemische Fabrik Rhenania
Payee: Stallman Company

Date Received	Period Covered	Amount
2/14/18	7/1/15 to 6/30/17	$ 173.53
5/23/18	7/1/17 to 3/31/18	51.05
10/25/18	4/1/18 to 6/30/18	19.06
10/3/18	7/1/18 to 9/30/18	10.16
1/3/19	10/1/18 to 12/31/18	8.38
4/4/19	1/1/19 to 3/31/19	8.80

Date Received	Period Covered	Amount
7/2/19	4/1/19 to 6/30/19	$14.49
10/7/19	7/1/19 to 9/30/19	22.49
2/3/20	10/1/19 to 12/31/19	15.22
4/3/20	1/1/20 to 3/31/20	10.24
7/3/20	4/1/20 to 6/30/20	13.41

Trust No. 23146
Report No. 38862
Patent: 979349
Enemy Owner: Erzroest Gesellschaft, M. B. H.
Payee: Granby Mining & Smelting Company
AMOUNT: NONE

Trust No. 34378
Report No. 34450
Patents: 700056; 751303; 823688; 839396; 975081; 1057174; 1192569
Enemy Owner: Gesellschaft fur Abwasserklarung m. b. h.
Payee: Frieda Loeb.

Date Received	Period Covered	Amount
3/8/22	Full payment of royalties from time of Contracts Dated 12/1913 & 2/1914	$ 350.00

Trust No. 21180
Report No. 21536
Patent: 823859
Enemy Owner: Friederick Grosche
Payee: Becton Dickinson & Company

Date Received	Period Covered	Amount
8/16/18	5/17 to 5/18	$ 180.00
5/18/19	6/18 to 5/19	90.00
8/26/21	6/19 to 5/20	11.42

Trust No. 963
Report No. 1106
Patents: 924664; 978889; 1053396; 1056548; 1057154
Enemy Owner: Karl Imhoff
Payee: Pacific Flush Tank Company

Date Received	Period Covered	Amount
2/2/18	4/1/17 to 11/30/17	$3,450.66

Trust 3362
Report 2280
Patent: 513252
Enemy Owner: Kathreiners Malzkaffe Fabriken, M. B. H.
Payee: Kneipp Malt Food Company

Date Received	Period Covered	Amount
2/8/18	7/1/16 to 12/31/17	$2,951.38
8/31/18	1/1/18 to 6/30/18	544.54
1/27/19	7/1/18 to 12/31/18	389.99
5/24/19	1/1/19 to 4/10/19	227.07

Trust No. 11269
Report No. 11766
Patents: 1188376; 1217027
Enemy Owner: Leon Lilienfeld
Payee: Eastman Kodak Company

Date Received	Period Covered	Amount
3/14/18	6/16 to 1/18	$6,897.70
8/29/18 and 8/30/19	1/1/18 to 6/30/18	2,160.80 & 43.20
1/6/19	7/1/18 to 12/31/18	2,160.00
7/31/19	1/1/19 to 4/10/19	497.25

Trust No. 537
Report Nos. 40674 & 39129
Trademarks: 32737 & 27388
Enemy Owner: Firm of E. Merck
Payee: Merck & Co.
AMOUNT: NONE

Trust No. 204
Report No. 250
Patent: (Not Given.)
Enemy Owner: Franz Meiser
Payee: National Carbon Company

Date Received	Period Covered	Amount
4/13/20	No definite period.	$ 212.00
4/2/18	Bonus paid whenever furnace was installed.	720.00

Trust No. 3722
Report No. 3822 & 47184
Trademark: 66726
Enemy Owner: Montana Company
Payee: Montanin Company

Date Received	Period Covered	Amount
7/18/18	3/18 to 6/18	$ 75.00
9/9/18	7/18 to 9/18	75.00
12/7/18	10/18 to 12/18	75.00
3/14/19	1/19 to 3/19	75.00

Trust No. 12681
Report No. 47187
Patent: (Not Given.)
Enemy Owner: Carl W. Rademacher
Payee: American Kitchen Products Co.

Date Received	Period Covered	Amount
8/13/18	1/18 to 3/18	$3,455.93
8/13/18	4/18 to 6/18	1,848.06
10/21/18	7/18 to 9/18	3,353.19
2/27/19	10/18 to 12/18	5,618.30
4/26/19	1/19 to 3/19	4,059.87
7/16/19	4/19 to 6/19	2,170.07
10/22/19	7/19 to 9/19	3,052.05
2/28/20	10/19 to 12/19	2,455.50
5/3/20	1/20 to 3/20	2,856.04
4/6/18	1st payment on principal payment due in six parts	5,000.00
5/8/18	2nd payment	5,000.00
6/8/18	3rd payment	5,000.00
7/15/18	4th payment	5,000.00
8/16/18	5th payment	5,000.00
9/11/18	6th & last payment	7,058.62

Trust 17647
Report No. 18236
Patent: 1078125
Enemy Owner: Rheinische Dampfkessel & Maschinenfabrik Buttner, G. M. B. H.
Payee: Stearns-Roger Manufacturing Co.

Date Received	Period Covered	Amount
5/31/18	Year 1917	2-$1,000.00 U.S.L.L.Bonds
5/21/18	do	6-$1,000.00 U.S.L.L.Bonds
5/21/18	do	25.00

rust No. 2267
eport No. 2277
rademarks: 53927 & 53938
nemy Owner: Schulke & Mayr Aktiengesellschaft
ryee: Lehn & Fink, Inc.

Date Received	Period Covered	Amount
2/8/18	1/1/17 to 3/31/17	$2,702.07
9/12/18	4/1/18 to 6/30/18	8,480.05
10/17/18	7/1/18 to 9/30/18	768.14
1/2/19	10/1/18 to 12/18	596.62

rust No. 18678
eport No. 19059
atent: 974448
nemy Owner: Dr. Frederick Supf
ryee: Arabol Manufacturing Co.

Date Received	Period Covered	Amount
7/3/18	Years 1916 & 1917	$ 213.09
2/6/19	Year 1918	136.10
	Jan. to Apr. 10/19	21.45

rust No. 39200
eport No. 39841
atents: 868383; 995113; 1083903;
1130785; 1261987
nemy Owner: Alfred Wilm & Heinrich Krautschneider
ryee: Electric Boat Company
MOUNT: NONE. Date Received

rust No. 986
eport No. 26726
atents: 12,707; 709,799; 1,088,864.
nemy Owner: Huelsberg & Cie

ryee	Date Received	Period Covered	Amount
merican Creosoting Co. of N. J.	5/16/18	2/3/17—1/18/18	$1,579.26
lantic Coast Line R. R. Co.	*1/30/18	3/1/17—7/31/17	1,943.81
tchison, Topeka & Santa Fe,	NONE		
yer & Lord Tie Company	*3/14/18	1/1/17—1/16/18	13,472.84
oston Elevated Ry. Co.	*11/30/18	11/1/17—12/31/17	320.86
" " " "	2/28/18	1/1/18—1/17/18	24.29
ntinental Tie & Lumber Co.	NONE		
seph B. Card	NONE		
ntral Creosoting Co.	NONE		

Payee	Date Received	Period Covered	Amount
Compressed Wood Preserving Co.	NONE		
Central of Georgia Ry. Co.	*3/6/18	8/1/17—12/31/17	$1,464.99
" " " " "	3/6/18	1/1/18—1/17/18	84.29
Charlotte Harbor & Northern Railway Company	NONE		
El Paso & Southwestern Co.	NONE		
The Gulf Creosoting Co.,	4/25/18	Up to 2/27/18	55.81
The Jennison-Wright Co.,	5/6/18	10/1/17—1/17/18	626.10
The Kettle River Lumber Co.	8/8/18	1/1/17—1/17/18	650.12
Lembcke von Bermuth & Co.	*2/4/18	7/1/17—1/17/18	10,352.72
Michigan Wood Preserving Co.	NONE		
Missouri, Kansas & Texas Ry. Co.	NONE		
National Lumber & Creosoting Co.	4/30/18	4/30/17—1/16/18	2,252.74
Ohio Wood Preserving Co.	4/22/18	Up to 1/17/18	26.45
Pittsburgh Wood Preserving Co.	4/20/18	10/6/17—1/17/18	870.80
Pennsylvania Railroad Co.	1/9/19	1/1/18—1/17/18	55.38
" " "	*2/2/18	10/1/17—12/31/17	2,196.63
Philadelphia & Reading Railway Company	*2/2/18	9/1/17—1/16/18	1,646.51
Pacific Creosoting Company	*2/6/18	12/1/17—1/17/18	65.49
Southern Wood Preserving Co.	NONE		
St. Paul & Tacoma Lumber Co.	NONE		
Southern Creosoting Co.	2/18/18	12/11/17—1/17/18	3.36
Santa Fe Tie & Lumber Preserving Company	3/18/18	Up to 11/30/17	773.21
St. Helene Creosoting Company	4/25/18	5/26/16—10/10/17	254.51

* Approximate date.

License	Issued to	Date of Issue	Patent Numbe
1	The Dermatological Research Lab.	Nov. 26, 1917	1,116,398- 986,
1A	" " "	"	1,081,592-1,081,
1B	" " "	"	
1C	" " "	"	
1d	" " "	Mar. 4, 1918	13,848-Re-is
2	Takamine Laboratory Inc.	Nov. 26, 1917	1,116,398- 986,
2A	" "	"	1,081,592-1,081,
2B	" "	"	
2C	" "	"	
2d	" "	Mar. 4, 1918	13,848-Re-is
3	Farbwerke Hoechst Co.	Nov. 26, 1917	986,148
3a	" "	Mar. 4, 1918	13,848
4	" "	Dec. 17, 1917	812,554
5	Rector Chemical Company	Dec. 17, 1917	812,554
Out) 6			
7	Pacific Flush Tank Company	Dec. 17, 1917	924,664- 971,
	" "	"	1,056,548-1,057,
	" "	"	1,053,396-
8	Diarsenal Company, Inc.	Jan. 12, 1918	1,116,398-
8a	" "	"	986,148
8b	" "	"	1,081,592
8c	" "	"	1,081,897
8d	" "	Mar. 4, 1918	13,848-Re-is
9	Abbott Laboratories	Jan. 10, 1918	812,554
10	Lembcke von Bernuth Co.	Jan. 17, 1918	709,799-Re-is
			12,707-1,008,
Out) 11			
12	Calco Chemical Co., Inc.	Feb. 18, 1918	812,554
13	French Battery & Carbon Co.	"	1,123,843
Out) 14			
15	Abbott Laboratories	Feb. 23, 1918	1,075,171
Out) 16			
Out) 17			
18	E. I. Dupont de Nemours & Co.	Jan. 21, 1918	1,063,173- 734,
			1,055,701- 753,
			1,150,863- 739,
			787,859- 819,
			796,393- 906,
			1,003,268- 961,
18a	" "	Jan. 21, 1918	711,377
19	" "	"	718,340
20	" "	"	931,598
21	" "	"	1,101,111-1,034,
			1,042,356
22	Albert B. Moses	Apr. 8, 1918	1,139,031
23	F. L. Smidth & Company	Jul. 16, 1918	1,043,349
24	E. C. Klipstein & Sons Co.	Apr. 8, 1918	711,377- 795,
Out) 25			
Out) 26			
27	Nat. Aniline & Chemical Co.	Jun. 28, 1918	682,523- 715,
	" "		724,789- 734,
			734,866- 739,
28	" "	Jun. 28, 1918	892,897- 916,
			965,170
29	" "	"	931,598
30	" "	"	714,882- 741,
			770,177- 807,
			858,064

Patent Numbers	Name of Patentee or Assignor	Royalties to December 31, 1917				Royalties to June 30, 1918				Royal
		Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned
1,116,398- 986,148 1,081,592-1,081,897	Farbwerke Vorm. Meister Lucius & Bruning	1,682.87	814.61	868.26		12,036.38	9,815.67	2,220.71		13,565.19
13,848-Re-issue	" "	√	√	√		√	√	√		√
1,116,398- 986,148 1,081,592-1,081,897	" "	39.35	39.35							6.73
13,848-Re-issue	" "	√	√	√		√	√	√		7.67
986,148	" "									265.00
13,848	" "	√	√	√		√	√	√		√
812,554	" "	274.05	274.05			3,538.83	3,538.83			
812,554	" "					663.36	663.36			4,412.31
924,664- 978,889	Karl Imhoff					3,192.00	3,192.00	12-17-17 to 7-31-18		4,622.80
1,056,548-1,057,154 1,053,396-	" "									
1,116,398- 986,148	Farbwerke Vorm. Meister Lucius & Bruning " "				)					
1,081,592 1,081,897	" "				)	4,077.00	4,077.00			7,837.95
13,848-Re-issue	" "				)	178.54	386.61		208.07	2,162.23
812,554	" "									1,279.91
709,799-Re-issue 12,707-1,008,864	Hulsberg & Cia					7,403.00	7,403.00	2-1 to 7-31		10,598.59
812,554	Farbwerke Vorm. Meister Lucius & Bruning									
1,123,843	Philip Burger	No sales or operation under this license.								
1,075,171	A. Thiele & Wichnau									22.54
1,063,173- 734,789- 1,055,701- 753,659 1,150,863- 739,145 787,859- 819,992 796,393- 906,367 1,003,268- 961,612	Badische Aniline & Soda Fabrik									
711,377	" "	No sales or operation under this license.								
718,340	" "									
931,598	" "	No sales or operation under this license.								
1,101,111-1,034,853 1,042,356	Chemische Fabrik Griesheim-Elektron	No sales or operation under this license.								
1,139,031	Fritz Gospel									
1,043,349	Heinrich Ostwald	No sales or operation under this license.								
711,377- 795,755	Badische Anilin & Soda Fabrik									
682,523- 715,662 724,789- 734,325 734,866- 739,145etc. 892,897- 916,029	" "									
965,170	Farbwerke Vorm. Meister Lucius & Bruning	No sales or operation under this license.								
931,598	Badische Anilin & Soda Fabrik									
714,882- 741,029 770,177- 807,422 858,064	Farbwerke Vorm. Meister Lucius & Bruning									146.29

lties to December 31, 1918			Royalties to June 30, 1919				Royalties Paid to Dec. 31, 1919				Royalties Paid to June 30, 1920				Royalt
Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned
13,945.59		380.40	14,695.76	11,733.66	1,150.29		11,125.55	9,133.24	)	556.55	11,674.61	6,018.49)			13,217.20
				:					)			)			
				:					)			)	520.69		
				1,811.81					)			5,135.43:)			
6.73			534.77	538.48		3.71	209.40	193.94	15.46		328.94	309.72	19.22		138.79
√	7.67		2,273.68	1,955.55	318.13		731.31	756.68		25.37	1,786.40	1,722.99	63.41		3,186.07
265.00			5,938.23	5,938.23											
√	√		√												
4,412.31			1,226.02	1,226.02			1,166.52	1,166.52			878.51	878.51			8.50
4,622.80	8-1-18 to 1-31-19		82.60	82.60	2-1 to 7-31-19		182.00	182.00	8-1-19 to 1-31-20		480.20	480.20	2-1 to 7-31-20		2,746.10
7,837.95			2,401.08	2,401 08			2,076.71	2,076.71			1,904.09	1,904.09			1,171.38
2,162.23			2,554.72	2,554 72			1,339.20	1,339.20			1,450.23	1,450.23			1,045.73
1,279.91			644.56	644.56			492.84	492.84			595.17	595.17			479.27
10,598.59	8-1 to 1-31-19		10,113.71	10,113.71	2-1 to 7-31		17,336.86	17,336.86			1,726.56	1,726.56			
											79.52	86.61	To 8-31-20	7.09	
22.54			90.29	90.29			458.53	458.53			1,060.44	1,060.44			3,288.56
											1,680.52	1,680.52	To 1-31-20		8,423.36
											61,884.98	61,884.98	To 1-13-20		
			21.81	21.81			4.50	4.50			1.10	1.10			
											.11	.11			
							10.04	10.04			44.36	44.36			12.20
							3.25	3.25			4.00	4.00			7.76
146.29							1,371.63	1,371.63			410.73	410.73			846.72

30, 1920		Royalties Paid to Dec. 31, 1920				Royalties Paid to June 30, 1921				Royalties Paid to Dec. 31, 1921				Royalties Paid to June 3		
id	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid
		13,217.20	6,351.57)		318.38	2,458.43)	2,458.43									
39			)			)										
			)			)										
		V	7,184.01)			7,520.40)	7,520.40									
22		138.79	45.06	93.73		44.95	44.95			11.32	11.32					
11		3,186.07	1,460.37	1,725.70		522.15	522.15			5.20	5.20					
		8.50	8.50													
to 20		2,746.10	2,746.10	8-1 to 1-31-20		1,557.50	1,557.50	2-1-21 to 7-31-21		91.00	91.00	8-1-21 to 8-23-21				
		1,171.38	1,171.38			1,335.94	1,335.94			824.87	824.87					
		1,045.73	1,045.73			762.98	554.91	208.07		729.70	729.70					
		479.27	479.27			454.77	454.77									
1-20	7.09					31.03	23.94	7.09	To 2-28-21	3.92	3.92			.11	.11	
		3,288.56	3,288.56			4,144.12	4,144.12									
1-20		8,423.36	8,423.36	To 8-31-20												
1-20																
		12.20	12.20							20.02	20.02					
		7.76	7.76			2.10	2.10									
		846.72	846.72			740.33	740.33			769.10	769.10					

Royalties Paid to June 30, 1922		Royalties Paid to December 31, 1922				License	New	Total Royalties			Remarks
...id	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Cancelled	License	Earned	Paid	Unpaid	
							May 31, 1921		87,976.39	84,471.77	3,503.62	Subsequently paid 8-31-21
									1,314.25	1,189.55	124.70	
									8,512.48	6,422.94	2,089.54	
							July 1, 1918	-34	6,203.23	6,203.23		
							July 1, 1918	34a				No sales or operations under this license
							July 1, 1918	35	3,812.88	3,812.88		
							May 19, 1922		8,355.22	8,355.22		No sales since Dec. 31, 1920.
							Aug. 23, 1921		12,954.20	12,954.20		
									21,629.02	21,629.02		
									10,223.33	10,223.33		
							Surrender tendered 11-23-21		3,946.52	3,946.52		
							Patent 709799 Expires 9-23-19		47,178.72	47,178.72		Patent 709799 expired 9-23-19.
.11									114.58	114.58		
							Surrender tendered 11-23-21		9,064.48	9,064.48		
							Sept. 1, 1920		10,103.88	10,103.88		
							Sept. 1, 1920					
							Sept. 1, 1920		61,884.98	61,884.98		Patent expired January 13, 1920.
							Sept. 1, 1920					
							Sep.					
							Sept. 1, 1920		1.10	1.10		
									26.42	26.42		
									86.62	86.62		
									17.11	17.11		
									4,284.80	4,284.80		

License	Issued to	Date of Issue	Patent Numbers	Name of Patentee or Assignor	Royalties to December 31, 1917				Royalties to June 30, 1918				Royalties to December 31, 1918				R
					Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned
(Out) 31																	
32	The Stearns Roger Mfg. Co.	Jul. 16, 1918	1,078,125	August Buttner	No sales or operation under this license.												
33	Merrimac Chemical Co.	Jul. 6, 1918	711,377- 795,755	Badische Anilin & Soda Fabrik													
34	H. A. Metz Laboratories, Inc.	Jul. 1, 1918	986,148	Farbwerke Vorm. Meister Lucius & Bruning									11,036.81	11,036.81			4,070.34
34a	" "	Jul. 1, 1918	13,848	" "									132.46	132.46			9,897.99
35		Jul. 1, 1918	812,554	" "									6,638.57	6,638.57			2,272.92
36	General Ceramics Company	Jul. 19, 1918	1,141,266	Fritz Raschig													156.33
(Out) 37																	
38	E. C. Klipstein & Sons Co.	Aug. 15, 1918	1,216,612-1,191,480	Badische Anilin & Soda Fabrik Co.													2,707.80
39	Merck & Company	Sep. 25, 1918	943,578	Knall & Company													1,401.17
(Out) 40																	
(Out) 41																	
42	Draeger Oxygen Apparatus Co.	Dec. 16, 1918	1,049,346-1,044,031	Johann Drager									106.50	106.50			105.75
43	" "	Dec. 16, 1918	1,214,941	Heinrich & Bernh-Drager									391.88	391.88			58.87
44	" "	Dec. 16, 1918	1,085,674	"									1,823.76	1,823.76			521.66
(Out) 45																	
46	" "	Dec. 16, 1918	1,005,816	"									3.92	3.92			1.98
47	Rothschild Chemical Co.	Dec. 31, 1918	943,163- 896,807	Chemische Fabrik Helfenberg									694.08	694.08			1,073.31
48	Arma Engineering Co.	Jan. 15, 1918	Various	Hermann Auschutz-Kaempfe	No sales or operation under this license.												
(Out) 49																	
50	Ault & Wiborg Company	Feb. 19, 1919	741,029	Actien Gesellschaft fur Anilin Fabrikation													1,118.43
51	Central Dyestuff & Chemical Co.	Feb. 19, 1919	733,280	Farbwerke Vorm. Meister Lucius & Bruning	No sales or operation under this license.												
52	Ultro Chemical Corporation	Mar. 4, 1919	757,109	" "													384.86
53	Consolidated Color & Chemical Co.	Mar. 4, 1919	867,305	" "	No sales or operation under this license.												
54	" "	"	1,025,174	" "	"		"										
55	" "	"	916,029	" "	"		"										
56	" "	"	892,897	" "	"		"										
57	" "	"	968,697	" "	"		"										
58	" "	"	1,025,138	" "	"		"										
59	" "	"	999,439	Firm of Kalle & Co.	"		"										
60	Division of Laboratories & Res. N. Y.	Mar. 12, 1919	1,116,398- 986,148	(unknown)													
60a	" "	"	1,081,592-1,081,897	"													
60b	" "	"		"													
60c	" "	"		"													
				Forward	1,996.27	1,128.01	868.26		31,089.11	29,076.47	2,220.71	208.07	65,755.19	66,127.92	7.67	380.40	64,348.64
				Forwarded	1,996.27	1,128.01	868.26		31,089.11	29,076.47	2,220.71	208.07	65,755.19	66,127.92	7.67	380.40	64,348.64
61	Semet Solvay Company	Mar. 4, 1919	Various	Badische Anilin & Soda Fabrik Co.													
62	Mass. State Dept. of Health	Mar. 21, 1919	1,116,398	Farbwerke Vorm. Meister Lucius & Bruning	No sales or operation under this license.												
62a	" "	"	986,148	" "													
62b	" "	"	1,081,892	" "													
62c	" "	"	1,081,897	" "													33.49
63	Chemical Refining Syndicate	Mar. 4, 1919	994,437	Chemische Fabrik Auf Actien	No sales or operation under this license.												
(Out) 64																	
65	Green & Bauer	Mar. 17, 1919	1,122,011-1,218,423	Julius Edgar Lilienfeld	No sales or operation under this license.												
66	Sperry Gyroscope Co.	Mar. 4, 1919	Various	Hermann Auschutz-Kaemfe	No sales or operation under this license.												
(Out) 1			Trademark														
(Out) 2			Trademark														
3	Draeger Oxygen Apparatus Co.	Dec. 16, 1918	Trademark 94,620	Heinrich & Bernh Draeger													
				Total	1,996.27	1,128.01	868.26		31,089.11	29,076.47	2,220.71	208.07	65,755.19	66,127.92	7.67	380.40	64,382.13

Royalties to December 31, 1918					Royalties to June 30, 1919				Royalties Paid to Dec. 31, 1919				Royalties Paid to June 30, 1920				Royalties Paid to Dec. 31, 1920				Royalties Paid to June 30, 1921				Royalties Paid to D		
aid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	U
																					229.89				31.43	31.43	
	11,036.81	11,036.81			4,070.34	4,070.34			3,645.45	3,645.45			4,199.15	4,199.15			4,178.06	4,178.06			2,716.50	2,716.50			1,831.50	1,831.50	
	132.46	132.46			9,897.99	9,897.99			17,097.38	17,097.38			22,542.02	22,542.02			20,566.56	20,566.56			18,271.43	18,271.43			14,319.13	14,319.13	
	6,638.57	6,638.57			2,272.92	2,272.92			2,410.82	2,410.82			2,175.93	2,175.93			2,527.21	2,527.21			2,527.21	2,527.21					
					156.33	156.33			82.92	82.92			254.05	254.05			168.73	168.73			121.82	121.82			96.79	96.79	
					2,707.80	2,712.89		5.09	2,331.08	2,310.34	20.74		1,105.93	1,122.13		16.20	1,026.77	1,026.77			293.66	299.28		5.62	462.70	456.53	
					1,401.17	1,501.00		99.83	476.86	499.52		22.66	866.80	843.08	23.72		768.98	762.28	6.70		1,029.07	1,029.07			1,272.90	1,272.90	
	106.50	106.50			105.75	105.75			44.25	44.25			52.13	52.13			36.75	36.75			37.50	37.50					
	391.88	391.88			58.87	58.87			69.75	69.75			59.00	59.00			50.00	50.00			15.00	15.00					
	1,823.76	1,823.76			521.66	521.66			421.69	421.69			439.59	439.59			321.64	321.64			42.33	42.33					
	3.92	3.92			1.98	1.98			1.80	1.80			4.64	4.64			6.16	6.16			13.38	13.38					
	694.08	694.08			1,073.31	1,073.31			1,283.81	1,283.81			1,640.72	1,640.72			1,224.33	1,224.33			1,424.59	1,424.59			1,405.86	1,405.86	
					1,118.43	1,118.43			523.32	523.32			943.91	943.91			668.68	668.58									
					384.86	384.86			455.85	455.85			1,393.40	1,393.40			1,368.76	1,368.76			343.57	343.57					
									.70	.70			9.40	9.40			50.92	50.92			135.30	135.30			56.97	56.97	
08.07	65,755.19	66,127.92	7.67	380.40	64,348.64	62,988.85	1,468.42	108.63	65,354.02	65,922.40	36.20	604.58	121,677.14	121,073.39	627.04	23.29	67,535.19	66,027.44	1,826.13	318.38	46,775.95	46,566.41	215.16	5.62	21,932.41	21,926.24	
08.07	65,755.19	66,127.92	7.67	380.40	64,348.64	62,988.85	1,468.42	108.63	65,354.02	65,922.40	36.20	604.58	121,677.14	121,073.39	627.04	23.29	67,535.19	66,027.44	1,826.13	318.38	46,775.95	46,566.41	215.16	5.62	21,932.41	21,926.24	
					33.49	33.49			77.44	77.44			147.46	147.46			123.59	123.59			164.14	164.14			107.76	107.76	
									50.00	50.00			50.00	50.00			50.00	50.00			50.00	50.00			50.00	50.00	
08.07	65,755.19	66,127.92	7.67	380.40	64,382.13	63,022.34	1,468.42	108.63	65,481.46	66,049.84	36.20	604.58	121,874.60	121,270.85	627.04	23.29	67,708.78	66,201.03	1,826.13	318.38	46,990.09	46,780.55	215.16	5.62	22,090.17	22,084.00	

Royalties Paid to June 30, 1921				Royalties Paid to Dec. 31, 1921				Royalties Paid to June 30, 1922				Royalties Paid to December 31, 1922				License	New	Total Royalties			Remarks
Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Earned	Paid	Unpaid	Overpaid	Cancelled	License	Earned	Paid	Unpaid	
																Dec. 6, 1919					
229.89				31.43	31.43			120.95	120.95			68.53	68.53					450.80	450.80		Patent 711377 exp. 10-14-19; #795755 e
2,716.50	2,716.50			1,831.50	1,831.50													31,677.81	31,677.81		7-25-22.
18,271.43	18,271.43			14,319.13	14,319.13													102,826.97	102,826.97		
2,527.21	2,527.21																	18,552.66	18,522.66		
121.82	121.82			96.79	96.79			72.39	72.39									953.03	953.03		
																Jul. 11, 1921		7,927.94	7,927.94		
293.66	299.28		5.62	462.70	456.53	6.17												8,004.46	8,188.60		
1,029.07	1,029.07			1,272.90	1,272.90			1,112.11	1,112.11			1,168.64	1,168.64								
37.50	37.50																	382.88	382.88		
15.00	15.00																	644.50	644.50		
42.33	42.33																	3,570.67	3,570.67		
13.38	13.38																	31.88	31.88		
1,424.59	1,424.59			1,405.86	1,405.86			1,535.12	1,535.12									10,281.82	10,281.82		
																		3,254.34	3,254.34		Patent expired Oct. 13, 1920.
																					Patent expired July 7, 1920.
343.57	343.57																	3,946.44	3,946.44		Patent expired Apr. 11, 1921.
135.30	135.30			56.97	56.97			37.34	37.34			5.63	5.63					296.26	296.26		
4,775.95	46,566.41	215.16	5.62	21,932.41	21,926.24	6.17		2,878.02	2,878.02			1,242.80	1,242.80					490,492.67	484,957.95	5,534.72	
4,775.95	46,566.41	215.16	5.62	21,932.41	21,926.24	6.17		2,878.02	2,878.02			1,242.80	1,242.80					490,492.67	484,957.95	5,534.72	
164.14	164.14			107.76	107.76			108.76	108.76			16.07	16.07					778.71	778.71		
																Sep. 20, 1920					
50.00	50.00			50.00	50.00			50.00	50.00									300.00	300.00		
4,990.09	46,780.55	215.16	5.62	22,090.17	22,084.00	6.17		3,036.78	3,036.78			1,258.87	1,258.87					491,571.38	486,036.66	5,534.72	

PLAINTIFF'S EXHIBT No. 198-A.

ROYALTIES EARNED AND PAID
LICENSES ISSUED ON PATENTS AND TRADEMARKS
BY THE FEDERAL TRADE COMMISSION
COVERING THE PERIOD DEC. 31, 1917, TO DEC. 31, 1922.

SUMMARY.

Period Covered	Amount Earned	Amount Paid	Amount Unpaid	Amount Overpaid
To Dec. 31, 1917	1,996.27	1,128.01	868.26	
" Jun. 30, 1918	31,089.11	29,076.47	2,220.71	208.07
" Dec. 31, 1918	65,755.19	66,127.92	7.67	380.40
" Jun. 30, 1919	64,382.13	63,022.34	1,468.42	108.63
" Dec. 31, 1919	65,481.46	66,049.84	36.20	604.58
" Jun. 30, 1920	121,874.60	121,270.85	627.04	23.29
" Dec. 31, 1920	67,708.78	66,201.03	1,826.13	318.38
" Jun. 30, 1921	46,898.02	46,780.55	215.16	97.69
" Dec. 31, 1921	22,090.17	22,084.00	6.17	
" Jun. 30, 1922	3,036.78	3,036.78		
" Dec. 30, 1922	1,258.87	1,258.87		
	$491,571.38	$486,036.66	$7,275.76	$1,741.04

Amount Paid		$486,036.66	
Amount Unpaid	7,275.76		
Amount Overpaid	1,741.04	5,534.72	
ROYALTIES EARNED		$491,571.38	

PLAINTIFF'S EXHIBIT No. 199.

PLAINTIFF'S EXHIBIT No. 199.

THE CHEMICAL FOUNDATION INCORPORATED.
Adjustment of Earnings as Shown by Plaintiff's Statement.
From Properties Assigned to The Chemical Foundation.

	Federal Trade Commission	Alien Property Custodian	Chemical Foundation	Total
Total Earnings per summary	$491,571.38	$152,801.77	$677,511.38	$1,321,884.53
Deduct: Moneys received by Foundation on Linz & Mansfield patents not assigned to Foundation by Alien Property Custodian			2,166.28	2,166.28
Moneys received on Trust #12681 American Kitchen Products Co.—payment on principal		30,000.00		30,000.00
Balance	$491,571.38	$122,801.77	$675,345.10	$1,289,718.25

Segregation of Income Between Period Prior to Date of Assignment of Properties to Foundation and Subsequent Thereto.

			Prior to date of assignment.	Subsequent to assignment.	Total.
Federal Trade Commission					
From Dec., 1917, to Dec. 31, 1918		$98,740.57			
" " 31, 1918, to June 30, 1919,	$64,382.13				
Agreed 1/2	32,191.07	32,191.06			
Adjustment of income on DuPont License #19—$61,884.98 amount applicable to prior periods 15/24 thereof		38,675.25			
			$169,606.88	$321,964.50	$491,571.38
Alien Property Custodian Earned prior to assignment	$152,801.77				
Deduct Trust #12681	30,000.00		122,801.77		122,801.77
Chemical Foundation	$677,511.38				
Less Linz & Mansfield	2,166.28			675,345.10	675,345.10
			$292,408.65	$997,309.60	$1,289,718.25

PLAINTIFF'S EXHIBI

IN RE CHEMICAL FOU

CONSOLIDATED STATEMENT SHOWING ROYALTIES EARNED
ALIEN PROPERTY CUSTODIAN AND C
COMPILED FROM RECORDS PREPARED BY THE FEDERAL TR
TODIAN, AND REPORTS OF AUDITORS FO

From December 31, 1917, to Dec

Period Covered	Royalties Earned or Paid to	Amount Earned	Amount Paid
December 31, 1917	Federal Trade Commission	$ 1,996.27	$1,128.01
	Alien Property Custodian	32,871.49	32,871.49
	Chemical Foundation	0	0
December 31, 1918	Federal Trade Commission	31,089.11	29,076.47
		65,755.19	66,127.92
	Alien Property Custodian	67,778.76	67,778.76
		33,927.38	33,927.38
	Chemical Foundation	0	0
December 31, 1919	Federal Trade Commission	64,382.13	63,022.34
		65,481.46	66,049.84
	Alien Property Custodian	9,575.77	9,575.77
		5,545.26	5,545.26
	Chemical Foundation	13,636.16	13,636.16
December 31, 1920	Federal Trade Commission	121,874.60	121,270.85
		67,708.78	66,201.03
	Alien Property Custodian	3,103.11	3,103.11
	Chemical Foundation	164,796.54	164,796.54
December 31, 1921	Federal Trade Commission	46,898.02	46,780.35
		22,090.17	22,084.00
	Alien Property Custodian	0	
	Chemical Foundation	282,921.65	282,921.65
December 31, 1922	Federal Trade Commission	3,036.78	3,036.78
		1,258.87	1,258.87
	Alien Property Custodian	0	
	Chemical Foundation	106,765.85	106,765.85
		114,841.89	114,841.89
		$1,327,335.24	$1,321,800.52

PLAINTIFF'S EXHIBIT No. 200.

IN RE CHEMICAL FOUNDATION.

SHOWING ROYALTIES EARNED OR PAID TO FEDERAL TRADE
PROPERTY CUSTODIAN AND CHEMICAL FOUNDATION.
REPARED BY THE FEDERAL TRADE COMMISSION, THE ALIEN PR
D REPORTS OF AUDITORS FOR CHEMICAL FOUNDATION.

From December 31, 1917, to December 31, 1922.

r Paid to	Amount Earned	Amount Paid	Amount Unpaid	Amount Overpaid	Total Earned	Rema
ommission	$ 1,996.27	$1,128.01	$868.26			
Custodian	32,871.49	32,871.49				
ation	0	0			$34,867.76	
ommission	31,089.11	29,076.47	2,220.71	208.07		To J
	65,755.19	66,127.92	767	380.40		" D
Custodian	67,778.76	67,778.76				" J
	33,927.38	33,927.38				" D
ation	0	0			198,550.44	
Commission	64,382.13	63,022.34	1,468.42	108.63		To J
	65,481.46	66,049.84	36.20	604.58		" D
Custodian	9,575.77	9,575.77				" J
	5,545.26	5,545.26				" D
ation	13,636.16	13,636.16				After
					158,620.78	
Commission	121,874.60	121,270.85	627.04	23.29		To J
	67,708.78	66,201.03	1,826.13	318.38		" D
Custodian	3,103.11	3,103.11				" J
ation	164,796.54	164,796.54				E
					357,483.03	
Commission	46,898.02	46,780.55	215.16	97.69		To J
	22,090.17	22,084.00	6.17			" D
Custodian	0					
ation	282,921.65	282,921.65				E
					351,909.84	
Commission	3,036.78	3,036.78				To J
	1,258.87	1,258.87				" D
Custodian	0					
dation	106,765.85	106,765.85				" J
	114,841.89	114,841.89				" D
					225,903.39	
	$1,327,335.24	$1,321,800.52	$7,275.76	$1,741.04	$1,327,335.24	

DE COMMISSION,

PROPERTY CUS-

Remarks

To June 30, 1918
" Dec. 31, 1918
" June 30, 1918
" Dec. 31, 1918

To June 30, 1919
" Dec. 31, 1919
" June 30, 1919
" Dec. 31, 1919
After Feb'y 19, 1919

To June 30, 1920
" Dec. 31, 1920
" June 30, 1920
Entire Year

To June 30, 1921
" Dec. 31, 1921

Entire Year

To June 30, 1922
" Dec. 31, 1922

" June 30, 1922
" Dec. 31, 1922

NOTE: Included in the amounts of Royalties shown as Chemical Foundation are license fees as follows:

After February	19, 1919	2,600.00	
Entire year	1920	12,100.00	
" "	1921	9,400.00	
To June	30, 1922	2,400.00	
" Dec.	31, 1922	4,400.00	$30,900.00

SUMMARY.

FEDERAL TRADE COMMISSION	491,571.38
ALIEN PROPERTY CUSTODIAN	152,801.77
CHEMICAL FOUNDATION	682,962.09
	1,327,335.24
Deduct Royalties paid to June 30, 1922	5,450.71
TOTAL	$1,321,884.53

PLAINTIFF'S EXHIBIT No. 201.

Exhibit B Schedule 1.

ROYALTIES AND LICENSE FEES

Summary of Detail Sheets Numbers 1-19.

		License Fees.	*Total Royalties to Dec. 31, 1921.*	*Royalties 1922.*	*Total Royalties.*
Licensed Patents:					
Manufactured Products	Sheets 1-3	$28200.	$130664.64	$137308.38	$267973.02
Imported Products	Sheet 4	100,	147846.36	62757.49	210603.85
Contracts Acquired	Sheet 4		1686.15	755.91	2442.06
Licensed Trademarks	Sheet 5	2600.	5148.00	3448.76	8596.76
Imported Products Under War Trade Board Licenses	Sheet 6-19		95476.28	59062.74	154539.02
Miscellaneous Income			2456.67		2456.67
			$383278.10	$263333.28	$646611.38
Add: License Fees.		$30900.			$30900.00
					$677511.38

Plaintiff's Exhibit No. 201

PLAINTIFF'S EXHIBIT No. 202.

Bureau of Sales Form 6

ALIEN PROPERTY CUSTODIAN—WASHINGTON

BUREAU OF SALES—GENERAL LEDGER

Property held by The Chemical Foundation, Inc. Report No. Sdy.
For account of (Enemy or Ally) Sdy Enemies. Trust No. "

Date	*Particulars*	*Folio*	*Payments Dr.*	*Receipts Cr.*	*Balance*
1919					
Mar. 19	Ck. to Will T. Gordon, for payment of recording fees in the Patent Office for the demand for the patents which are to be sold to the above company,		3000.—		
" 20	Ck. of The Chemical Foundation, Inc., for $3000.— dated 3/17/19 drawn on Central Union Trust Co. N. Y. payable to Jos. F. Guffey, Trustee as a payment on account for purchase of patents,	CB. 80		3000.—	C
Mar. 31	Ck. #102.— of The Chemical Foundation, Inc., for $1500.— dated 3/28/19 drawn on Central Union Trust Co. N. Y. payable to Jos. F. Guffey as a payment on account of purchase of patents,	CB. 84		1500.—	1500.
" 31	Ck. to Will T. Gordon for payment of recording fees in the Patent Office for the demand for the patents which are to be sold to the above company,	CB. 92	1500—		C
Apr. 12	Ck. #108 of The Chemical Foundation, Inc., dated 4/11/19 drawn on Central Union Trust Co. N. Y. payable to Joseph F. Guffey, balance due account of purchase of enemy owned patents,	CB. 99	245500.—	245500.—	

Bureau of Sales Form 6

ALIEN PROPERTY CUSTODIAN—WASHINGTON

BUREAU OF SALES—GENERAL LEDGER

Property held by The Chemical Foundation, Inc. Report No. Sdy.
For account of (Enemy or Ally) Sdy Enemies. Trust No. "

Date	*Particulars*	*Folio*	*Payments Dr.*	*Receipts Cr.*	*Balance*
1919					
Apr. 14	Balance from other page,				245500.—
" 14	Ck. to Will T. Gordon, for payment of recording fees, trade-marks, copyrights and patents in the Patent Office for the patents which are to be sold to the above company,	CB. 102	425.—		245075.—
May 23	Rcd from Chemical Foundation, Inc., Ck. #119 drawn on Central Union Trust Co. N. Y. for $600.— payable to Jos. F. Guffey, Trustee, in payment of the following considerations from the Alien Property Custodian to the Chemical Foundation, Inc., assigning letter patent #868397 issued 10/15/07 for transforming nozzle for obtaining kinetic energy from flowing gases and vapors $50.— Trademark #68059 "Duron" and #70391 C. W. H. H. and all of the rights under a certain agreement between Chemische Werke Hansa, G. m. b. H. and Arobol Mfg. Co. $50.— 14 patents relating to gyroscopic devices $500	CB. 125		600.—	245675.—

N. Y. O. 4—B. S.

ALIEN PROPERTY CUSTODIAN—WASHINGTON

BUREAU OF SALES—GENERAL LEDGER

Property held by The Chemical Foundation, Inc. Report No. Sdy.
For account of (Enemy or Ally) Sdy Enemies. Trust No. "

Date	*Particulars*	*Folio*	*Payments Receipts Dr.*	*Cr.*	*Balance*
1919			4925.—		
June 28	Balance from other page,			250600	245675.—
" 28	Ck. #156.— of the Chemical Foundation, Inc., dated 6/25/19 drawn on Central Union Trust Co. N. Y. to order of Joseph F. Guffey, for $3650.— in payment for 53 patents and 20 applications conveyed to the Chemical Foundation, Inc., by the Alien Property Custodian by assignment dated 6/17/19 at private sale,	CB. 144		3650.—	249325.—
July 17	Ck. #169 of the Chemical Foundation, Inc., dated 7/3/19 for 450.— drawn on Central Union Trust Co. N. Y. to order of Joseph F. Guffey, covering patents, application for letters patent, trademark, and rights, interests and benefits under agreements sold by the A. P. C. to above company,	CB. 155		450.—	249775.—
Sept. 3	Ck. to F. P. Garvan, A. P. C. for net proceeds to close account,	CB. 174	249775.—		C

N. Y. O. 4—B. S.

ALIEN PROPERTY CUSTODIAN—WASHINGTON

BUREAU OF SALES—GENERAL LEDGER

Property held by The Chemical Foundation, Inc. Report No. Sdy.
For account of (Enemy or Ally). Trust No. "

Date	Particulars	Folio	Payments Dr.	Receipts Cr.	Balance
1919					
Dec. 11	Ck. #302 of The Chemical Foundation, Inc., dated 12/4/19 drawn on Central Union Trust Co. N. Y. to order of Jos. H. Guffey, payment for 21 Letters Patents assigned to The Chemical Foundation, Inc.,	CB. 211		1050.—	1050.—
" 23	Ck. #318 of The Chemical Foundation, Inc., dated 2/18/19 drawn on Central Union Trust Co. N. Y. to order of Jos. H. Guffey, in payment for 22 applications for letters patents assigned to The Chemical Foundation, by A. P. C. under date of Dec. 9-1919,	CB. 212		1100.—	2150.—
1920					
Jan. 5	Ck. to Haskins & Sells, for auditing services,	CB. 217	120.—		2030.—
Mar. 15	2 Cks of The Chemical Foundation, Inc., totaling $2700.— in payment of certain assignments, agreements, rights letters patents, trademarks etc.,	CB. 226		2700.— 4850.—	4730.—
May 12	Ck. to F. P. Garvan, A. P. C. for net proceeds to close account,	CB. 236	4730.—		C
			4850.—	4850.—	C

N. Y. O. 4—B. S.

ALIEN PROPERTY CUSTODIAN—WASHINGTON

BUREAU OF SALES—GENERAL LEDGER

Property held by The Chemical Foundation, Inc. Report No. Sdy.
For account of (Enemy or Ally) Sdy Enemies. Trust No. "

Date 1920	*Particulars*	*Folio*	*Payments Dr.*	*Receipts Cr.*	*Balance*
May 26	Ck. #142 of The Chemical Foundation, Inc., dated 5/21/20—drawn on Central Union Trust Co. N. Y. to order of Joseph H. Guffey, in payment of assignment of Patents to the Chemical Foundation, Inc., dated May 4th, 1920,	CB. 241		1750.—	1750.—
June 10	Ck. to F. P. Garvan, A. P. C. for net proceeds to close account,	CB. 243	1750.—		C
			1750.—	1750.—	C

N. Y. O. 4—B. S.

ALIEN PROPERTY CUSTODIAN—WASHINGTON

BUREAU OF SALES—GENERAL LEDGER

Property held by The Chemical Foundation, Inc. Report No. Sdy.
For account of (Enemy or Ally) Sdy Enemies. Trust No. "

Date 1920	*Particulars*	*Folio*	*Payments Dr.*	*Receipts Cr.*	*Balance*
Aug. 9	Two checks to Chemical Foundation, Inc., totaling $414.— being payment for recording fees of patents and trademarks,	CB. 248		414.—	414.—
" 24	Ck. to Commissioner of Patents, for payment account of assignments of patents,		414.—		C
Sept. 13	Ck. #278 of Chemical Foundation, Inc., dated 9/3/20—drawn on Central Union Trust Co. N. Y., being balance due for recent assignment of patents,	CB. 251		4586.—	4586.—
" 20	Ck. to A. W. Anthony, from C. for net proceeds to close accounts,	CB. 203	4590.—		10.—
" 20	Ck. to W. Anthony, from U. S. Patent Office, for refund account of a remittance of August 26th, 1920,	CB. 253		10.—	C
			5010.—	5010.—	C

PLAINTIFF'S EXHIBIT No. 203.

ALIEN PROPERTY CUSTODIAN
Sixteenth and P Streets NW.
Washington, D. C.

Bureau of Trusts
F. J. Horne
Director

March 19, 1919.

In re: Trust 36983, Report 37327
Enemy Leopold Ostermann

Dear Sir:

We enclose herewith an original and a copy of a demand for the application for United States Letters Patent described therein. It is thought that you may be connected with this application, either as attorney or in some other capacity, and it is therefore desired to pursue this means of advising you of our action.

Will you kindly accept service upon the original in the place provided therefor, returning it to the Division of Patents, Alien Property Custodian, and retaining the copy for your files? A self-addressed envelope is also enclosed for your convenience.

Very truly yours,

Division of Patents,

By (Sgd.) R. C. GOLDSTEIN
Chief of Division.

2 enclosures
APC-MM-5

PLAINTIFF'S EXHIBIT No. 203-A.

DEMAND FORM (3)

Trust No. 36983.
Report No. 37327

PATENT OWNED BY ENEMY SUBJECT TO THE RIGHTS OF OTHERS.

Chinosol Company
New York, N. Y.
To The Commissioner of Patents,
Washington, D. C.

To All To Whom These Presents May Come:

I, A. MITCHELL PALMER, Alien Property Custodian, duly appointed, qualified and acting under the provisions of the Act of Congress known as the "Trading with the Enemy Act," approved October 6, 1917, and the amendments thereto and the executive orders and proclamations issued in pursuance thereof, under and by virtue of the authority vested in me as Alien Property Custodian, after investigation, do determine that

Leopold Ostermann,
Hamburg, Germany.

is an enemy not holding a license granted by the President within the purview of said Act as amended and said orders and proclamations; and I do further, after investigation, determine that certain letters patent of the United States, identified as follows:

Patent No.	*Date of Issue.*	*Title*
906,918	Dec. 15, 1908	Process of making Neutral Oxychinolin Salts.
1,099,761	June 9, 1914	Process for the Formation of Diaryl Ethers.

and every right, title and interest with respect thereto, including all damages and profits recoverable at law or in equity from any person, firm, corporation or government, for past infringement thereof, subject to the rights of

Chinosol Company,
New York, New York.

belongs to, or is held for, or on account of, or on behalf of, or for the benefit of said enemy,

Leopold Ostermann,

As such Alien Property Custodian, I do seize said letters patent and every right, title and interest with respect thereto including all damages and profits recoverable at law or in equity from any person, firm, corporation or government, for past infringement thereof, subject to the rights if any, of

Chinosol Company

and I hereby require that you convey, transfer, assign and deliver the same to me, to be by me, as Alien Property Custodian, held, administered and accounted for as provided by law.

I, as Alien Property Custodian, do request that the Commissioner of Patents record this requirement upon the books and records kept by him, to show the assignment and transfer of letters patent, in respect to said letters patent above mentioned.

This demand is supplementary to any and all requirements and demands heretofore made with respect to said property and is in addition to and without prejudice to such requirements and demands, and shall in no way affect the interests, rights and powers acquired by me as Alien Property Custodian by virtue of such previous requirements and demands.

Witness my hand and seal of office this 1st day of March, 1919.

Alien Property Custodian.

Service of the foregoing demand is hereby acknowledged, this 19th day of March, 1919.

PLAINTIFF'S EXHIBIT No. 204.

CHARLES ROOME PARMELE
47-49 West Street, New York

COPY

Telephone
Bowling Green 8880, 8881
Home Telephone
Tompkinsville 253

Cable Address
"Arsenauro"

June 20, 1919.

Mr. Hoguet,
Singer Bldg.,
N. Y.

Dear Mr. Hoguet:

Do you think you are treating me with just the courtesy which you would expect from me?

You named yesterday forenoon—Not a word from you. You then named this forenoon—Not a word yet. I have told you that your published list is damaging me. I cannot believe that you are intentionally indifferent.

Sincerely yours
(Sgd.) CHAS. ROOME PARMELE.

PLAINTIFF'S EXHIBIT No. 205.

THE
CHEMICAL FOUNDATION
Incorporated
81 Fulton Street
New York City

Francis P. Garvan
President
Douglas I. McKay
Vice-President
George J. Corbett
Treasurer
Joseph H. Choate, Jr.
General Counsel
Ramsay Hoguet
Patent Counsel

Trustees
Otto T. Bannard, Chairman
Cleveland H. Dodge
George L. Ingraham
B. Howell Griswold, Jr.
Ralph Stone

June 21, 1919.

Parmele Pharmacal Company,
47 West Street,
New York City.

Gentlemen: *Attention of Mr. Parmele*
Subject: Chinosol

If convenient for you to do so, we should very much like to have you call—preferably on Thursday, June 26th, at 12:00 o'clock—as the officers wish to talk over the matter of Chinosol with you.

If this appointment is not convenient for you, would you kindly advise?

Yours very truly,

THE CHEMICAL FOUNDATION INCORPORATED.

(Sgd.) S. A. TUCKER,
S. A. Tucker, Chemist.

SAT/S

PLAINTIFF'S EXHIBIT No. 206.

EMERY, VARNEY, BLAIR & HOGUET
Counsellors at Law
149 Broadway
New York

Frederick L. Emery
Thomas B. Booth
Laurence A. Janney
Lucius E. Varney
Irving U. Townsend
Robert S. Blair
Ramsay Hoguet
Jesse W. Morton
Edward H. Palmer
Osgood H. Dowell
Everett S. Emery
Louis A. Jones
Edward G. Curtis
Manvel Whittemore

John W. Thompson
Lawrence G. Miller
Sebastian Hinton
Preston Upham
Howard W. Dix
Thomas J. Johnston
Clarence O. McKay
Edward M. Evarts
Hadley F. Freeman

Telephone Cortlandt 8677

Boston
Emery, Booth, Janney & Varney
50 Congress St.
Tel. Main 5161

Chicago
Emery, Booth, Janney & Varney
10 South La Salle St.
Tel. Franklin 1145

Washington
Emery, Booth, Janney & Varney
Washington Loan & Trust Bldg.
Tel. Franklin 7974

Cable Embojava
Western Union Code

June 23, 1919.

Mr. Charles Roome Parmele,
47 West Street, New York.

My dear Mr. Parmele:

I find your letter upon my return to town and regret that I have been unable to connect with you. Believe me there is no intention on my part to treat you with anything except the greatest consideration.

I have had an answer from Washington which does not give me any satisfactory explanation of the seizure of the patent and I have as yet been unable to obtain anything further and more definite. In the meantime, however, I have consulted the directors of The Chemical Foundation and they have asked me to ask you to meet them. They feel that if your claim

in this mater is recognized it should be in such a way as to insure the best interests to the industry in the United States.

Very truly yours,

RH:P (Sgd.) RAMSAY HOGUET.

PLAINTIFF'S EXHIBIT No. 207.

EMERY, VARNEY, BLAIR & HOGUET
Counsellors at Law
149 Broadway
New York

Frederick L. Emery
Thomas B. Booth
Laurence A. Janney
Lucius E. Varney
Irving U. Townsend
Robert S. Blair
Ramsay Hoguet
Jesse W. Morton
Edward H. Palmer
Osgood H. Dowell
Everett S. Emery
Louis A. Jones
Edward G. Curtis
Manvel Whittemore

John W. Thompson
Lawrence G. Miller
Sebastian Hinton
Preston Upham
Howard W. Dix
Thomas J. Johnston
Clarence O. McKay
Edward M. Evarts
Hadley F. Freeman

Telephone Cortlandt 8677

Boston
Emery, Booth, Janney & Varney
50 Congress St.
Tel. Main 5161

Chicago
Emery, Booth, Janney & Varney
10 South La Salle St.
Tel. Franklin 1145

Washington
Emery, Booth, Janney & Varney
Washington Loan & Trust Bldg.
Tel. Franklin 7974

Cable Embojava
Western Union Code

(Note in lead pencil)
McKay Cort 2900—
30 Church
Room 840

August 21, 1919.

Mr. Charles Roome Parmele,
47 West Street, New York.

My dear Mr. Parmele: See letter Aug. 22-1919

I am sending you herewith the agreement between The Chemical Foundation and the Chinosol Company. Please have the company execute it in duplicate and return one copy to The Chemical Foundation, 81 Fulton Street, New York City.

Very truly yours,

P (Sgd.) RAMSAY HOGUET,
P.

PLAINTIFF'S EXHIBIT No. 208.

COPY

47 West Street, New York.
August 22, 1919.

Ramsay Hoguet, Esq.,
149 Broadway,
New York City.

Dear Mr. Hoguet:

The agreement between the Chemical Foundation and the Chinosol Company, as outlined by your good self, reached me this morning. You must realize that it would be entirely improper for me to execute it.

The Chinosol patent belongs to the Chinosol Company and your Mr. McKay admitted you have no legal right to it. All I ask is that one of the officers of the Chemical Foundation shall write to the Chinosol Company making the plain statement that they have no claim to our Chinosol patent. The property is ours and I am entirely unwilling to sign any document which in any way limits the full enjoyment of the rights which belong to us. The Chemical Foundation surely has no right to nominate the conditions under which I shall enjoy that which I own. I thus must return the documents to you and having had a conversation with Mr. McKay in reference to the matter, I will thank you if you will promptly send to me a duly

executed document, acknowledging that the Chemical Foundation has no claim to or interest in our patent.

The delay in this matter has already cost me much money and I cannot think that you would wish to further embarrass and distress me by withholding a document which we clearly are entitled to receive at your hands.

If you are unwilling to grant this, then I shall take the matter up with the authorities at Washington. Several months have already been wasted and I assure you that the loss to me is quite serious.

Sincerely yours
CHINOSOL COMPANY,
(Sgd.) CHAS. ROOME PARMELE,
President.

PLAINTIFF'S EXHIBIT No. 209.

THE CHEMICAL FOUNDATION
Incorporated
81 Fulton Street,
New York.

Francis P. Garvan
President
Douglas I. McKay
Vice-President
George J. Corbett
Treasurer
Joseph H. Choate, Jr.
General Counsel
Ramsay Hoguet
Patent Counsel

Trustees
Otto T. Bannard, Chairman
Cleveland H. Dodge
George L. Ingraham
B. Howell Griswold, Jr.
Ralph Stone

August 25, 1919.

Mr. Charles Roome Parmele,
47 West Street,
New York City.

Dear Sir:

Complying with request contained in your favor of

August 22nd, I beg to state that the Chemical Foundation has no claim to Letters Patent No. 906918.

Very truly yours

CHEMICAL FOUNDATION INCORPORATED

(Sgd.) DOUGLAS I. McKAY,
Vice President.

The original of the above letter was sent November 13-1919 to Commissioner of Patents, Washington, D. C.

PLAINTIFF'S EXHIBIT No. 210.

COPY

47 West Street, New York.
August 27, 1919.

Mr. Douglas I. McKay, Vice President,
The Chemical Foundation.
81 Fulton Street,
New York City.

My dear Sir:

Thank you for your courtesy in sending to me your valued letter of August 25th, in which you state officially that the Chemical Foundation has no claim to our Letters Patent No. 906918.

I really regret exceedingly the receipt of a letter dated August 25th from Mr. Ramsay Hoguet in which he says that I have "been willing to do absolutely nothing to assist the Foundation." That statement is far from correct.

You will kindly bear in mind that it is over ninety days since I first asked for the communication which

has only just now reached me. The delay has really cost me a great deal in dollars and cents and if this delay had been equally expensive to Mr. Hoguet, I question whether he would have held his patience in check quite as well as I have done. It would have been an absolute forfeiture of the rights which I represent, had I been willing to accept from your good selves a communication which would nominate the conditions under which I was to act in the enjoyment of the rights over which I preside. The justice of this statement must be manifest to any fair minded man and I thus regret that Mr. Hoguet should have written so facetiously.

I certainly am trying to act through the Chemical Foundation in securing merchandise which may be obtainable through some of your associates and which would, in fact, be of benefit to those associates to supply. Of course I am obliged for such information as your Chemical Foundation can give me.

Yours sincerely

CHINOSOL COMPANY,

(Sgd.) CHAS. ROOME PARMELE,

President.

PLAINTIFF'S EXHIBIT No. 211.

U. S. PATENT No. 906,918, DATED DECEMBER 15, 1908.
(See Patent Exhibit Book.)

PLAINTIFF'S EXHIBIT No. 212.

TRADE-MARK.

FRANZ FRITZSCHE & Co.

Antiseptics, Perfumery, and Other Similar Compounds.

No. 28,750. Registered Aug. 11, 1896.

Proprietors,
FRANZ FRITZSCHE & CO.

Attorneys,
WHITMAN & WILKINSON.

Witnesses:
D. H. BLAKELOCK.
JOHN H. HALB.

UNITED STATES PATENT OFFICE.

Franz Fritzsche & Co., of Hamburg, Germany.
Trade-Mark for Antiseptics, Perfumery, and Other Similar Compounds.

Statement and Declaration of Trade-Mark No. 28,750, registered August 11, 1896.
Application filed July 11, 1896.

STATEMENT.

To all whom it may concern:

Be it known that we, FRANZ FRITZSCHE & Co., a firm domiciled and doing business in Hamburg, in the Empire of Germany, have [5] adopted for our use a Trade-Mark for Antiseptics, Perfumery, and other Similar Compounds, of which the following is a full, clear, and exact specification.

The trade-mark of the said firm consists of [10] the fanciful word-symbol "Chinosol," either alone or associated with the representation of three owls. This word-symbol is generally used in connection with the representation of three owls sitting upon a branch of a tree, as [15] shown in the accompanying facsimile, wherein the three owls are arranged in perspective upon the branch and the word-symbol "Chinosol" in script is arranged beneath the representation of the owls and the branch, but the [20] relative position of the owls to each other and the said word-symbol is immaterial and may be varied at will without affecting the nature of the mark, the essential feature of which is the fanciful word-symbol "CHINOSOL," either [25]

(Note: Numbers in brackets refer to lines of Patent Office copy of patent Declaration and Statement.)

alone or associated with the representation of three owls.

This mark has been used by the said firm since May, 1895.

The class of goods to which the said mark [30] is appropriated is chemicals and pharmaceutical substances, and the particular description of goods comprised in such class upon which said mark is used is antiseptics, perfumery, and other similar compounds.

[35] The mark is usually applied to the bottles themselves or printed on the labels attached to the bottles or boxes containing the compounds, but it may be affixed in any suitable manner preferred.

[40] In witness whereof we hereunto set our hand in presence of two witnesses.

FRANZ FRITZSCHE & CO.,
By L. OSTERMANN,
Partner.

Witnesses:
SOLES F. SUTER,
THEODOR CRANLSEN.

DECLARATION.

United States consulate Hamburg, ss.

LEOPOLD OSTERMANN, a subject of the German Emperor, residing at Hamburg, Empire of Germany, being duly sworn, deposes [5] and says that he is a partner of the firm of FRANZ FRITZSCHE AND COMPANY, the applicants named in the foregoing statement; that he verily believes that the foregoing statement is true; that the said firm has at this [10] time a right to the use of the trade-mark therein described; that no other person, firm, or corporation has the right to such use, either in the identical form or in any such near resemblance thereto as might be calculated to [15] deceive; that the said mark is used by the said firm in

commerce between the United States and foreign nations and particularly between Germany, and England and France and the United States, and that the description [20] and facsimiles presented for record truly represent the trade-mark sought to be registered, and that he is a subject of the German Emperor.

L. OSTERMANN.

Sworn and subscribed before me, a U. S. vice and deputy consul, at Hamburg, this 2d day of June, 1896.

(L. S.) CHAS. H. BURKE,
U. S. Vice and Deputy Consul.

PLAINTIFF'S EXHIBIT No. 213.
2—390

Department of the Interior,
UNITED STATES PATENT OFFICE.

To all persons to whom these presents shall come, Greeting:

THIS IS TO CERTIFY that the annexed is a true copy from the records of this office of an Instrument of Writing

Recorded May 6, 1911,
in
Liber A-87, page 105 of Transfers of Patents.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of the Patent Office to be affixed, at the City of Washington, this 19th day of June, in the
(Seal) year of our Lord, one thousand nine hundred and twenty-three and of the Independence of the United States of America the one hundred and forty-seventh.

(Sgd.) WM. A. KINNAN,
Acting Commissioner of Patents.

A-87-105

WHEREAS, Franz Fritzsche and Dr. Leopold Ostermann, co-partners under the firm name and style Franz Fritzsche and Company, Hamburg, have heretofore obtained letters patent of the United States for certain improvements in the manufacture of oxychinolin salts, numbered 56316, and upon their application filed May 25th, 1906, numbered 318762, were granted further patent of the United States dated December 15th, 1908, and numbered 906918, for the process of making neutral oxychinolin salts and have registered their trademark in the United States under the number of 28750 on August 11th, 1896, consisting of the fanciful word-symbol "Chinosol"—and

WHEREAS, the said Franz Fritzsche and Dr. Leopold Ostermann, co-partners as aforesaid, have entered into an agreement with the Chinosol Company of New York, dated June 1st, 1908, and

WHEREAS, by said agreement Franz Fritzsche and Company have made, constituted and appointed the said Chinosol Company of New York, sole licensee and assignee for and in the United States, its territories, and colonial dependencies for the said patents and all improvements thereon or reissue thereof, and sole licensee and assignee to use the said trademark "Chinosol" and to sell the said product called Chinosol and have conferred upon the said Chinosol Company the exclusive right to Chinosol patents and trademark upon terms and conditions as more fully set forth in the agreement above mentioned of June 1st, 1908.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that for and in consideration of the sum of one dollar, lawful money of the United States, the said Franz Fritzsche and Company in hand paid, the receipt of which is hereby acknowledged, and for other good and

valuable consideration, the said Franz Fritzsche and Company have assigned, sold and set over, and do hereby assign, sell and set over unto the said Chinosol Company of New York all the right, title and interest which the said Franz Fritzsche and Dr. Leopold Ostermann, individually and severally, and the firm Franz Fritzsche and Company have in the said inventions as secured to them by letters patent of the United States, and improvements thereon, and in the said registered trademark or trade name "Chinosol," upon terms and conditions as more fully set forth in the agreement above mentioned of June 1st, 1908, and for the duration of time that this agreement shall remain in force and shall not have been impaired by breach of the same by the parties thereto of the second part.

THE SAME to be held and enjoyed by the said Chinosol Company of New York for its own use and behoof, and for the use and behoof of its successor and legal representatives to the full end and term for which the said letters patent are granted, and the said trademark or trade name may be enjoyed, as fully and entirely as the same would have been held and enjoyed by them if this assignment and sale had not been made, and for so long a time as the above-mentioned agreement of June 1st, 1908, shall be in force and valid; it being understood that this assignment shall be nil and void in the event of a breach of the contract by the parties thereto of the second part, the assignees in this present assignment, and that this assignment of trademark and patents shall become completely nil and void either by breach or abandonment of the said agreement of June 1st, 1908, by the parties thereto of the second part.

IN TESTIMONY WHEREOF, we, Franz Fritzsche and Dr. Leopold Ostermann, individually and in the name

of our firm, have hereunto set our hands and affixed our seals this 3d day of April, nineteen hundred and eleven.

FRANZ FRITZSCHE,
By FRANZ FRITZSCHE (Seal)
and
By DR. L. OSTERMANN. (Seal)

Sealed and delivered
in the presence of:
E. H. L. MUMMENHOFF,
EDWARD HOPP.

UNITED STATES CONSULATE GENERAL
AT HAMBURG, GERMANY, } *ss.:*

On this 3rd day of April in the year Nineteen Hundred and eleven, before me personally came Franz Fritzsche and Dr. Leopold Ostermann, both to me known and known to me to be the individuals described in and who executed the foregoing instrument and who acknowledged to me that they executed the same.

E. MUMMENHOFF,
U. S. Vice Dep. Consul General.

American Consulate,
Hamburg, Germany.

American Consular Service $2 Fee Stamp

U. S. Consulate General,
Apr. 3, 1911
Hamburg, Germany.

Recorded May 6, 1911.
E. H. G.
L. L. W.

PLAINTIFF'S EXHIBIT No. 214.

ASSIGNMENT.

WHEREAS, The Alien Property Custodian of the United States, acting under authority of law, seized as belonging to Franz Fritzsche & Co., of Hamburg, Germany, the trade-mark "Chinosol, either alone or associated with the representation of three owls," registered in the United States Patent Office August 11, 1896, under the number 28,750, and certain rights and benefits appurtenant thereto, thereafter sold the same subject to the terms and conditions of the assignments evidencing such sale, to THE CHEMICAL FOUNDATION, INCORPORATED (hereinafter called THE FOUNDATION), a corporation organized and existing under and by virtue of the laws of the State of Delaware; and

WHEREAS, CHINOSOL COMPANY (hereinafter called THE COMPANY), a corporation organized and existing under and by virtue of the laws of the State of New York, has represented to said THE FOUNDATION that it was at the time of said seizure and still is the owner of the said registered trade mark, and has requested said THE FOUNDATION to assign to it all right, title and interest in and to said registered trade mark acquired by said THE FOUNDATION by virtue of the above-mentioned assignments by the said Alien Property Custodian, which said THE COMPANY would have held and enjoyed had the above-mentioned seizure and assignments by the said Alien Property Custodian not been made; and

WHEREAS, in accordance with the terms and conditions of the aforementioned sale, THE FOUNDATION has granted and issued a certain Release and License, covering said Registered Trade Mark, to the Govern-

ment of the United States of America, the same being dated November 17, 1921;

Now, Therefore, In consideration of the premises and the sum of One Dollar, lawful money of the United States, to it paid by said The Company, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said The Foundation does hereby quitclaim, assign, transfer and set over unto said The Company, subject to the aforesaid Release and License, all right, title and interest in and to the said registered trade mark, and all rights and benefits appurtenant thereto, acquired by said The Foundation by virtue of the above-mentioned assignments by said Alien Property Custodian, which said The Company would have held and enjoyed had the above-mentioned seizure and assignments by said Alien Property Custodian not been made.

In Witness Whereof, The Chemical Foundation, Incorporated, has caused these presents to be signed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized, this 22nd day of November, 1922.

THE CHEMICAL FOUNDATION, INCORPORATED,
By (Sgd.) Francis P. Garvan,
President.

Attest:
(Sgd.) Edwin S. Haaren,
Secretary.

Received and recorded
in U. S. Patent Office
Dec. 8, 1922,
In Liber 0 117, page 392,
of Transfers of Patents.
Thomas E. Robertson,
Commissioner of Patents.
Exd
J. A. R.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } *ss.:*

On this 22nd day of November, 1922, before me personally came FRANCIS P. GARVAN, to me personally known, who being by me duly sworn, did depose and say that he resides in the Borough of Manhattan, City of New York; that he is the President of THE CHEMICAL FOUNDATION, INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

In witness whereof I hereunto set my hand and affix my notarial seal.

(Sgd.) THERESA A. KRAUS,
(Seal) *Notary Public.*
Notary Public New York County,
Clerk's No. 367, Register's No. 3350,
Commission expires March 30, 1923.

PLAINTIFF'S EXHIBIT No. 215.

COPY.

RELEASE AND DISCHARGE.

WHEREAS, The Alien Property Custodian of the United States, acting under authority of law, seized as belonging to Franz Fritzsche & Co., of Hamburg, Germany, the trade-mark "Chinosol, either alone or associated with the representation of three owls," registered in the United States Patent Office August 11, 1896, under the number 28,750, and certain rights and benefits appurtenant thereto, thereafter sold the same subject to the terms and conditions of the assignments evidencing such sale to THE CHEMICAL FOUNDATION, INCORPORATED (hereinafter called THE FOUNDATION), a

corporation organized and existing under and by virtue of the laws of the State of Delaware; and

WHEREAS, in accordance with the terms and conditions of the aforementioned sale, THE FOUNDATION has granted and issued a certain Release and License, covering said Registered Trade Mark, to the Government of the United States of America, the same being dated November 17, 1921; and

WHEREAS, this company, to wit, CHINOSOL COMPANY (hereinafter called THE COMPANY), a corporation organized and existing under and by virtue of the laws of the State of New York, was at the time of said seizure and still is the owner of said registered trade mark, and upon its representations and request said THE FOUNDATION has assigned to it, subject to the aforesaid Release and License, all right, title and interest in and to said registered trade-mark, acquired by said THE FOUNDATION by virtue of the above-mentioned assignments by said Alien Property Custodian, which said THE COMPANY would have held and enjoyed had the above-mentioned seizure and assignments by said Alien Property Custodian not been made;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar, lawful money of the United States, to it paid by said THE FOUNDATION, the receipt of which is hereby acknowledged, said THE COMPANY does forever release and discharge said THE FOUNDATION, its successors and assigns, and said Alien Property Custodian and the United States of America, its officers and agents, from any and all claims and actions of every character and description which said THE COMPANY, its successors and assigns, has or might hereafter assert against said THE FOUNDATION, its successors and assigns, said Alien Property Custodian and said United States of America, its officers and

agents, by reason of the above-mentioned seizure and assignments of said registered trade mark and said rights and benefits appurtenant thereto or other dealings therewith.

IN WITNESS WHEREOF, CHINOSOL COMPANY has caused these presents to be signed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized, this 29th day of Nov., 1922.

CHINOSOL COMPANY,
By (Sgd.) CHAS. ROOME PARMELE,
Prst.

Attest:

.....

STATE OF NEW YORK,
COUNTY OF NEW YORK, } *ss.:*

On this 29th day of Nov., 1922, before me personally came C. R. P., to me personally known, who being by me duly sworn, did depose and say that he resides in that he is the of CHINOSOL COMPANY, the corporation described in and which executed the foregoing; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(Sgd.) RUTH GINSBERG,
Notary Public.

STIPULATION AS TO PLAINTIFF'S EXHIBITS No. 216 to No. 275, Both Inclusive.

IN THE DISTRICT COURT OF THE UNITED STATES
DISTRICT OF DELAWARE.

UNITED STATES OF AMERICA, *Plaintiff*, *v.* THE CHEMICAL FOUNDATION, INCORPORATED, *Defendant*.	In Equity No. 502

WHEREAS, It is the desire of the parties hereto to simplify and shorten the printed record in this cause.

IT is hereby stipulated and agreed by and between the parties hereto, by their respective solicitors of record, as follows:

Plaintiff's Exhibits, Nos. 216 to 275, both inclusive, shall be treated in the printed record of this suit as hereinafter specifically set forth in schedule marked "A," hereto attached, with respect to each of said exhibits, and

IT is further understood and agreed that attached to each of said Federal Trade Commission Licenses, Exhibits Nos. 216 to 275, both inclusive, there were annexed copies and/or schedules of the Patent or Patents specifically mentioned in each of said licenses respectively, and

IT is further understood and agreed that none of these Patents shall be printed and without further reference or statement, it will be understood that copies thereof will be found in the Patent Exhibit Book which is covered by a separate stipulation in this suit; and

It is further agreed that this Stipulation is entered into solely for the purpose of this suit and shall not be used for or against either party hereto in any other matter or in any other suit and that in so stipulating the Defendant does not waive any objections made in this suit to the admission in evidence of any of said Exhibits Nos. 216 to 275, both inclusive.

This stipulation shall be printed immediately preceding the printed text of Plaintiff's Exhibit No. 216 as hereinafter set forth.

Dated at Wilmington, Delaware,
this 24 day of July, 1923.

UNITED STATES OF AMERICA,
Plaintiff,
By (Sgd.) Herman J. Galloway,
Solicitor.

THE CHEMICAL FOUNDATION,
INCORPORATED,
Defendant.
By (Sgd.) Lucien H. Boggs,
Solicitor.

SCHEDULE "A."

PLAINTIFF'S EXHIBIT No. 216.

[License No. 1, 1(a), 1 (b) & 1 (c).]

United States of America
FEDERAL TRADE COMMISSION
License Issued to
THE DERMATOLOGICAL RESEARCH LABORATORIES.
UNDER Patents
NUMBER 1,116,398, No. 986,-148, 1,081,592, 1,081,897.
DATE OF LICENSE, November 26, 1917.

CANCELLATION OF LICENSES.

The Federal Trade Commission, pursuant to surrender thereof by the licensee, hereby cancels and terminates the following licenses heretofore issued to The Dermatological Research Laboratories, of Philadelphia, Pennsylvania, under United States Letters Patent Nos. 1,116,398; 986,148; 1,081,592; and 1,081,-897, but subject to the terms of the license.

Dated: May 31, 1921.

FEDERAL TRADE COMMISSION.
(Sgd.) J. P. YODER,
Secretary.

License No. 1 (Patent).

United States of America

FEDERAL TRADE COMMISSION.

License to The Dermatological Research Laboratories.

of

Philadelphia, Pennsylvania.

under

Patent No. 1,116,398.

Dated November 10, 1914.

To Paul Ehrlich and Alfred Bertheim, Assignors to Farbwerke vorm. Meister Lucius & Brüning, of Höchst-on-the-Main, Germany.

For Improvement in Dihydrochloride Diaminodioxyarsenobenzene.

The Federal Trade Commission under authority of and in conformity with the Trading with the Enemy Act and with the Executive Order of October 12, 1917, hereby licenses The Dermatological Research Laboratories, an unincorporated voluntary association, of 1818 Lombard Street, Philadelphia, Pa., the members of which association are all represented to be citizens of the United States, to make, use and vend within the United States the invention described in United States Letters Patent to Paul Ehrlich and Alfred Bertheim, Assignors to Farbwerke vorm. Meister Lucius & Brüning, No. 1,116,398, dated November 10, 1914 (copy annexed hereto), for the term of the patent unless sooner terminated.

This license is one of four, No. 1, No. 1 (a), No. 1 (b) and No. 1 (c), issued contemporaneously by the Federal Trade Commission to the licensee, under a group of patents to Paul Ehrlich and Alfred Bertheim, covering:

No. 1 The product introduced as "Salvarsan" or "606" and now designated "Arsphenamine."

No. 1 (a), An ingredient and a process of making such ingredient.

No. 1 (b), A method of conserving and packing the finished product by enclosing in ampules.

No. 1 (c), The procedure and method of administration.

The numbers of such patents, respectively, are as follows:

No. 1,116,398, No. 986,148, No. 1,081,592 and No. 1,081,897. Copies are attached to the respective licenses.

The aggregate royalty to be paid by the licensee under such four licenses shall be five per cent. of the gross sums received by the licensee from the sale of Arsenobenzol, which is the name adopted by the licensee to distinguish the product made by it under the patents herein licensed, which sums during the continuance of this license the licensee shall pay to the Alien Property Custodian semi-annually within thirty days after the first day of January and the first day of July in each year.

The licensee shall, during the continuance of this license, keep proper accounts and separate books containing full particulars of:

(a) All articles made and sold under this license, and of the price or prices charged and amounts received therefor;

(b) All items of cost incurred in the use of such invention and the manufacture and sale of articles made thereunder; and

(c) All other matters and things, which, in the opinion of the Federal Trade Commission, may be material for the purpose of showing the amounts from time to time payable by the licensee concerning such

royalty and what is a fair and reasonable price to the public for such article.

The licensee shall, within 10 days after each of the semi-annual days aforesaid, deliver a sworn statement to the Federal Trade Commission in writing showing the aforesaid particulars.

The licensee shall during the continuance of this license, give all such information as the Federal Trade Commission may consider to be material for the purpose of ascertaining the amount of royalty payable by the licensee under this license, the cost of the use of such invention, the cost of producing and the price or prices charged by the licensee for the said article, and for that purpose shall, if requested by the Federal Trade Commission, permit such person or persons as shall be authorized in that behalf by the Federal Trade Commission, at any time or times to enter upon and inspect any factory or place of business of the licensee in which the use of the said invention or the manufacture of the said article shall be carried on and all books, papers, and documents of such licensee relating to such use, manufacture and sale.

If any payment under this license shall not be made within one month after the same shall have become due under the provisions herein contained (whether demand therefore shall have been made or not), or if the licensee shall or shall attempt to assign or part with the benefit of or grant any sub-license under this license, or shall make default in the performance or observance of any obligation on his part herein contained, or shall have violated any of the conditions of this license or any of the provisions of the statute under which it is granted, and if, after 10 days' notice in writing, shall have failed to comply with the aforesaid, then the Federal Trade Commission may, by notice in writing, and after a hearing, cancel and

terminate this license as from the date of such notice, but without prejudice to and so as not in any manner to affect any liability hereunder or on the part of the licensee which may then be subsisting or have accrued.

If, in the opinion of the Federal Trade Commission, the licensee has failed to use this license so as to satisfy the reasonable requirements of the public with regard to the subject matter thereof; or

If, in the opinion of the Federal Trade Commission the licensee has failed to supply to the public the articles made under this license at reasonable prices; or

If, in the opinion of the Federal Trade Commission, the licensee has charged unreasonable or excessive prices for articles made under this license; or

If, in the opinion of the Federal Trade Commission, the articles made under this license are of unsatisfactory quality, or fail to conform to such rules and standards as may from time to time be prescribed by the U. S. Public Health Service; (The rules and standards now in effect are attached hereto and made a part of this license and accepted and agreed to by the licensee, who undertakes and agrees to conform thereto and to all other rules and standards which may from time to time be prescribed, and when so prescribed said revised rules and standards shall be added to and become terms and conditions and a part of this license); or

Circumstances have arisen, which, in the opinion of the Federal Trade Commission, make it advisable that this license be canceled in whole or in part: Then

The Federal Trade Commission may, in its absolute discretion, terminate and cancel this license in whole or in part and, if canceled and terminated, the same shall be without prejudice to and so as not in any manner to affect any liability hereunder on the

part of the licensee which may then be subsisting or have accrued.

Any sums which may at any time be payable by the licensee under the provisions of this license shall be a debt due from the licensee to the people of the United States, and shall be recovered in an appropriate action in the name of the people of the United States against the licensee.

This license is issued by the Federal Trade Commission and is accepted by the licensee on the express condition that it is without prejudice to and with full recognition of the right of the Federal Trade Commission to fix the price or prices at which the licensed subject matter shall be sold by the licensee if and whenever in the opinion of the Federal Trade Commission it is to the public interest to do so.

Dated, November 26, 1917.

(Sgd.) L. L. BRACKEN,
Secy. Federal Trade Commission.

Attest:
(Sgd.) C. H. McDONALD,
Counsel in Charge.

Accepted and agreed to.

THE DERMATOLOGICAL RESEARCH LABORATORIES.

by

(Sgd.) JAY FRANK SCHAMBERG,
Director.

(Sgd.) GEORGE W. RAIZISS,
Chemist,

(Sgd.) JOHN A. KOLMER,
Pathologist,
Licensee.

RULES AND STANDARDS PRESCRIBED BY THE UNITED STATES PUBLIC HEALTH SERVICE FOR THE CONTROL OF LICENSEES FOR THE MANUFACTURE AND SALE OF ARSPHENAMINE, Promulgated, September 25, 1918.

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1. Except as provided in paragraph 3 hereof, only the abbreviated chemical term Arsphenamine immediately followed by the descriptive chemical name shall be used on packages to designate the preparation.

2. Arsephenamine shall be offered for sale only in colorless glass ampules in an atmosphere of an inert gas or in a vacuum.

3. Each ampule shall be plainly marked so as to show the license number, the lot number, the name of the preparation, the actual amount of Arsphenamine in the container, and the name and address of the manufacturer, in the following manner:

License No. Lot No.
This package contains grams of arsphenamine (Hydrochloride of 3-diamino-4-dihydroxy-1-arsenobenzene) Prepared under regulations issued by the Federal Trade Commission and conforms with tests approved by the U. S. Public Health Service.
Made by .....

No names of diseases or symptoms shall appear on any label or package.

The licensee shall use the name Arsphenamine, immediately followed by the extended scientific name of the article. The word Arsphenamine, when used upon labels attached to packages and cartons, shall be printed in 10-point Roman capitals. On ampules, 8-point Roman capitals may be used. Specimens of the licensee's labels are hereto attached.

The licensee may, if it desires, use upon labels and packages its particular brand or trade name, provided, that whenever any such brand or trade name is used it shall invariably be accompanied, without intervening printed matter, with the name Arsphenamine and the extended scientific name of the article, as provided in the preceding paragraph.

4. Before being placed on the market, each lot shall be tested by the manufacturer for arsenic content and toxicity.

(1) The total arsenic content of the air-dried drug shall not be below 29.5 nor above 31.6 per cent. when determined according to Lehmann's method as described in Public Health Reports, Vol. 33, June 21, 1918, page 1012.

(2) The maximum tolerated dose shall be not less than 100 mg. per kilo body weight for albino rats when tested as follows:

(a) Animals must be from healthy stock, weighing from 100 to 150 gm. Pregnant animals shall not be used.

(Note: It is uncommon to find pregnancy in a rat of less than 120 gm.)

(b) Feeding and care of animals.

(Note: A constant supply of fresh water is essential and should be given by some arrangement which will prevent its contamination by rats. This precaution will practically eliminate epidemics of diarrhœa.)

The rats should be fed on a well-balanced ration. For a period of several days preceding the injection, and during the period of observation, the rats should be fed on a mixture of cracked corn and oats. Previous to this the animals should have a more liberal diet, including sufficient animal protein and inorganic salts.

The rats should not have access to food for from 12 to 18 hours preceding the injection.

(c) Preparation of solution.

The shortest possible time should elapse from the opening of the ampule until the injections are completed. The drug is dissolved in freshly glass-distilled water and made into the alkaline solution by the addition of 0.9 cc. of N/1 sodium hydrate for each 0.1 gm. of the drug. The final concentration of the drug shall be 2 per cent.

(d) Method of injection.

This should preferably be by the gravity method and into the saphenous vein. However, a tuberculin syringe, accurately graduated to 0.01 cc., may be used.

(e) Rate of injection.

This shall be at from 12 to 15 seconds for each 0.1 cc. of the solution and with the greatest uniformity obtainable.

(f) No anaesthetic shall be used.

(g) For each toxicity test a series of not less than five rats shall be used and at least 60 per cent. of the animals injected must survive at least 48 hours from the time of the injection, provided, that if the first test be made on five rats only, and more than one die, the test must be repeated and the final result based on the total number of rats injected.

5. In addition to tests made by the manufacturer before the drug is put in ampules, final tests of the product as prepared for the market shall be made on each lot by the U. S. Public Health Service before its release. For this purpose samples of each lot shall be forwarded by the manufacturer to the Hygienic Laboratory of the U. S. Public Health Service. The number of samples supplied shall be not less than ten ampules from any lot, and from lots of over 1,000 ampules 1 per cent. shall be furnished. Each ampule forwarded shall contain at least 0.6 gm. Arsphenamine. Accompanying each lot, the manufacturer shall send a

copy of the report of the toxicity test on which it was passed.

6. Officers of the Federal Trade Commission, or of the Public Health Service, when duly detailed, may enter establishments for the purpose of securing samples and conducting inspections.

7. When lots have passed satisfactorily the prescribed tests, they may be offered for sale, but the right is reserved to require the withdrawal from the market of any lot designated by the Federal Trade Commission.

8. Manufacturers shall retain 2 per cent. of the product from each lot for a period of three months from the time the preparation is placed on the market, provided, that in no case shall this be less than 10 ampules of at least 0.6 gm. each.

License No. 1 (a). (Patent)

United States of America
FEDERAL TRADE COMMISSION

License to The Dermatological Research Laboratories.
of
Philadelphia, Pennsylvania
under

Patent No. 986,148.
Dated, March 7, 1911.
To Paul Ehrlich and Alfred Bertheim, Assignors to Farbwerke vorm. Meister Lucius & Brüning, of Höchst-on-the-Main, Germany.
For Derivative of Oxyarylarsinic Acids and Process of Making Same.

The Federal Trade Commission under authority of and in conformity with the Trading with the Enemy Act and with the Executive Order of October 12, 1917, hereby licenses The Dermatological Research

Laboratories, an unincorporated voluntary association of 1818 Lombard Street, Philadelphia, Pa., the members of which association are all represented to be citizens of the United States, to make, use and vend within the United States the invention described in United States Letters Patent to Paul Ehrlich and Alfred Bertheim, Assignors to Farbwerke vorm. Meister Lucius & Brüning, No. 986,148, dated March 7, 1911 (copy annexed hereto), for the term of the patent unless sooner terminated.

This license is one of four, No. 1, No. 1 (a), No. 1 (b) and No. 1 (c), issued contemporaneously by the Federal Trade Commission to the licensee, under a group of patents to Paul Ehrlich and Alfred Bertheim, covering:

No. 1, The product introduced as "Salvarsan" or "606" and now designated "Arsphenamine."

No. 1 (a), An ingredient and a process of making such ingredient.

No. 1 (b), A method of conserving and packing the finished product by enclosing in ampules.

No. 1 (c), The procedure and method of administration.

The numbers of such patents, respectively, are as follows:

No. 1,116,398, No. 986,148, No. 1,081,592 and No. 1,081,897. Copies are attached to the respective licenses.

The aggregate royalty to be paid by the licensee under such four licenses shall be five per cent. of the gross sums received by the licensee from the sale of Arsenobenzol, which is the name adopted by the licensee to distinguish the product made by it under the patents herein licensed, which sums during the continuance of this license the licensee shall pay to the Alien Property Custodian at the times and in the manner as provided in License No. 1.

Each and all of the provisions and conditions of said License No. 1 as shown in and by the copy hereto annexed, are binding upon the licensee herein and are hereby accepted, agreed to and made a part hereof and shall have the same force and effect as if bodily incorporated herein.

Dated November 26th, 1917.

(Sgd.) L. L. BRACKEN.
Secretary, Federal Trade Commission.

Attest:
(Sgd.) C. H. McDONALD,
Counsel in Charge.

Accepted and agreed to.

THE DERMATOLOGICAL RESEARCH LABORATORIES,
by
(Sgd.) JAY FRANK SCHAMBERG,
Director,
(Sgd.) GEORGE W. RAIZISS,
Chemist,
(Sgd.) JOHN A. KOLMER,
Pathologist,
Licensee.

License No. 1 (b). (Patent)

United States of America
FEDERAL TRADE COMMISSION

License to The Dermatological Research Laboratories.
of
Philadelphia, Pennsylvania
under
Patent No. 1,081,592.
Dated, December 16, 1913.

To Paul Ehrlich and Alfred Bertheim, Assignors to Farbwerke vorm. Meister Lucius & Brüning, of Höchst-on-the-Main, Germany.

For Medicinal Preparations.

The Federal Trade Commission under authority of and in conformity with the Trading with the Enemy Act and with the Executive Order of October 12, 1917, hereby licenses The Dermatological Research Laboratories, an unincorporated voluntary association of 1818 Lombard Street, Philadelphia, Pa., the members of which association are all represented to be citizens of the United States, to make, use and vend within the United States the invention described in United States Letters Patent to Paul Ehrlich and Alfred Bertheim, Assignors to Farbwerke vorm. Meister Lucius & Brüning, No. 1,081,592, dated December 16, 1913, (copy annexed hereto), for the term of the patent unless sooner terminated.

This license is one of four, No. 1, No. 1 (a), No. 1 (b) and No. 1 (c), issued contemporaneously by the Federal Trade Commission to the licensee, under a group of patents to Paul Ehrlich and Alfred Bertheim, covering:

No. 1, The product introduced as "Salvarsan" or "606" and now designated "Arsphenamine."

No. 1 (a), An ingredient and a process of making such ingredient.

No. 1 (b), A method of conserving and packing the finished product by enclosing in ampules.

No. 1 (c), The procedure and method of administration.

The numbers of such patents, respectively, are as follows:

No. 1,116,398, No. 986,148, No. 1,081,592 and No. 1,081,897. Copies are attached to the respective licenses.

The aggregate royalty to be paid by the licensee under such four licenses shall be five per cent. of the gross sums received by the licensee from the sale of Arsenobenzol, which is the name adopted by the licensee to distinguish the product made by it under the patents herein licensed, which sums during the continuance of this license the licensee shall pay to the Alien Property Custodian at the times and in the manner as provided in License No. 1.

Each and all of the provisions and conditions of said License No. 1 as shown in and by the copy hereto annexed, are binding upon the licensee herein and are hereby accepted, agreed to and made a part hereof and shall have the same force and effect as if bodily incorporated herein.

Dated November 26th, 1917.

(Sgd.) L. L. BRACKEN.
Secy., Federal Trade Commission.

Attest:
(Sgd.) C. H. McDONALD,
Counsel in Charge.

Accepted and agreed to.

THE DERMATOLOGICAL RESEARCH LABORATORIES,
by
(Sgd.) JAY FRANK SCHAMBERG,
Director,
(Sgd.) GEORGE W. RAIZISS,
Chemist,
(Sgd.) JOHN A. KOLMER,
Pathologist,
Licensee.

License No. 1 (c) (Patent)

United States of America
FEDERAL TRADE COMMISSION

License to The Dermatological Research Laboratories.
of
Philadelphia, Pennsylvania
under

Patent No. 1,081,897.

Dated, December 16, 1913.

To Paul Ehrlich and Alfred Bertheim, Assignors to Farbwerke vorm. Meister Lucius & Brüning, of Höchst-on-the-Main, Germany.

For Medicinal Preparations.

The Federal Trade Commission under authority of and in conformity with the Trading with the Enemy Act and with the Executive Order of October 12, 1917, hereby licenses The Dermatological Research Laboratories, an unincorporated voluntary association of 1818 Lombard Street, Philadelphia, Pa., the members of which association are all represented to be citizens of the United States, to make, use and vend and to cause to be made, used and vended the product and invention, and to carry on and cause to be carried on within the United States the process described in United States Letters Patent to Paul Ehrlich and Alfred Bertheim, Assignors to Farbwerke vorm. Meister Lucius & Brüning, No. 1,081,897, dated December 16, 1913, (copy annexed hereto) for the term of the patent unless sooner terminated, and the licensee may, by an appropriate notice on its label or otherwise, authorize purchasers and users of Arsenobenzol to use and administer the same in the customary or in any proper manner, and to this extent may

cause the product herein licensed to be made, the invention herein licensed to be used, and the process herein licensed to be carried on and shall not be deemed to have violated the provisions hereof forbidding sublicenses.

This license is one of four, No. 1, No. 1 (a), No. No. 1 (b) and No. 1 (c), issued contemporaneously by the Federal Trade Commission to the licensee, under a group of patents to Paul Ehrlich and Alfred Bertheim, covering:

No. 1, The product introduced as "Salvarsan" or "606" and now designated "Arsphenamine."

No. 1 (a), An ingredient and a process of making such ingredient.

No. 1 (b), A method of conserving and packing the finished product by enclosing in ampules.

No. 1 (c), The procedure and method of administration.

The numbers of such patents, respectively, are as follows:

No. 1,116,398, No. 986,148, No. 1,081,592 and No. 1,081,897. Copies are attached to the respective licenses.

The aggregate royalty to be paid by the licensee under such four licenses shall be five per cent. of the gross sums received by the licensee from the sale of Arsenobenzol, which is the name adopted by the licensee to distinguish the product made by it under the patents herein licensed, which sums during the continuance of this license the licensee shall pay to the Alien Property Custodian at the times and in the manner as provided in License No. 1.

Each and all of the provisions and conditions of said License No. 1 as shown in and by the copy hereto annexed, are binding upon the licensee herein and are hereby accepted, agreed to and made a part hereof

and shall have the same force and effect as if bodily incorporated herein.

Dated November 26th, 1917.

(Sgd.) L. L. BRACKEN.
Secy., Federal Trade Commission.

Attest:
(Sgd.) C. H. McDONALD,
Counsel in Charge.

Accepted and agreed to.

THE DERMATOLOGICAL RESEARCH LABORATORIES,
by
(Sgd.) JAY FRANK SCHAMBERG,
Director,
(Sgd.) GEORGE W. RAIZISS,
Chemist,
(Sgd.) JOHN A. KOLMER,
Pathologist,
Licensee.

PLAINTIFF'S EXHIBIT No. 217.

[License No. 1 (d).]

Exhibit 217 is a license issued by the Federal Trade Commission to the Dermatological Research Laboratories. It is numbered 1 (d), dated March 4, 1918. It grants to the licensee a license to make, use and vend within the United States the invention described in United States Re-issued Letters Patent No. 13848, for the term of the patent unless sooner terminated. It recites that it is one of five, four of which, 1, 1(a), 1 (b), and 1 (c), have been heretofore issued, and each and all of the provisions and conditions of said other four licenses are by reference made a part of this

license, except that separate rules and standards prescribed by the U. S. Public Health Service covering the licensed product are attached. The royalty to be paid the Alien Property Custodian by the licensee is five per cent (5%) of the gross sums received by the licensee from the sale within the United States of Neo-Arsphenamine. License was cancelled pursuant to surrender thereof, on May 31, 1921. There is no Revision of Royalty rider attached.

PLAINTIFF'S EXHIBIT No. 218.

[License No. 2, 2 (a), 2 (b) and 2 (c).]

This Exhibit is a group of four licenses issued by the Federal Trade Commission to the Takamine Laboratory, Inc., all of which are dated November 26, 1917, and designated as License No. 2, 2 (a), 2 (b) and 2 (c), respectively. They respectively license the licensee to make, use and vend, within the United States, the inventions and processes described in United States Letters Patents Nos. 1,116,398; 986,148; 1,081,592 and 1,081,897 respectively, for the term of the patents, unless sooner terminated. The licenses provide that the aggregate royalty to be paid by the licensee under such four licenses to the Alien Property Custodian, shall be five per cent (5%) of the gross sums received by the licensee from the sale of Arsaminol, which is the name adopted by the licensee to define the product made by it under the licenses. Attached to License No. 2 is a copy of the rules and standards of the United States Public Health Service. The terms and conditions of License No. 2 are by reference made a part of the other three licenses. There is no cancellation nor Revision of Royalty rider attached.

Otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 219.

[License No. 2(d).]

This is a license issued by the Federal Trade Commission to the Takamine Laboratory, Inc. It is numbered 2 (d), dated March 4, 1918. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 13,848, Re-issue, for the term of the patent unless sooner terminated. It recites that it is one of five, four of which 2, 2(a), 2(b) and 2(c) have been heretofore issued, and each, and all of the provisions and conditions of said other four licenses are by reference made a part of this license, except that separate rules and standards prescribed by the U. S. Public Health Service, covering the licensed product are attached. The royalty to be paid the Alien Property Custodian by the licensee is five per cent. (5%) of the gross sums received by the licensee from the sale within the United States of Neo-Arsphenamine. Print of the labels to be used are attached. There are no cancellation nor Revision of Royalty riders attached.

PLAINTIFF'S EXHIBIT No. 220.

(License No. 3.)

This Exhibit is a license from the Federal Trade Commission to the Farbwerke-Hoechst Company, dated November 26, 1917, and designated as License No. 3. It licenses the licensee to make, use and vend within the United States, the invention described in

United States Letters Patent No. 986,148, for the term of the Patent unless sooner terminated. It provides that a royalty of five per cent. (5%) of the gross sums received by the licensee from the sale of Salvarsan, which is the name applied by the licensee to the product, shall be paid by the licensee, to the Alien Property Custodian. Attached to the license is a print of the label to be used. Attached to the license is a cancellation rider dated July 1, 1918. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216. There is no Revision of Royalty rider attached.

PLAINTIFF'S EXHIBIT No. 221.

[License No. 3(a).]

This Exhibit is a license issued by the Federal Trade Commission to Farbwerke-Hoechst Company. It is numbered 3(a), dated March 4, 1918. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 13,848, Re-issue, for the term of the patent unless sooner terminated. It recites that it is one of two, No. 3 and No. 3(a), No. 3 of which has been heretofore issued, and each and all of the provisions and conditions of said license No. 3, are by reference made a part of this license, except that separate rules and standards of the U. S. Public Health Service covering the licensed product are attached. The royalty to be paid the Alien Property Custodian by the licensee is five per cent. (5%) of the gross sums received by the licensee from the sale within the United States of Neo-Arsphenamine. The license contains a cancellation rider dated July 1, 1918. There is no Revision of Royalty rider attached.

PLAINTIFF'S EXHIBIT No. 222.

(License No. 4.)

This Exhibit is a license from the Federal Trade Commission to Farbwerke-Hoechst Company, dated Dec. 17, 1917, and designated as License No. 4. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 812,554, for the term of the patent unless sooner terminated. It provides that the royalty to be paid the Alien Property Custodian by the licensee shall be five per cent. (5%) of the gross sums received by the licensee from the sale of the product so licensed to be made. Attached to the license is a Cancellation rider dated July 1, 1918. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216. There is no Revision of Royalty rider attached.

PLAINTIFF'S EXHIBIT No. 223.

(License No. 5.)

This Exhibit is a license from the Federal Trade Commission to Rector Chemical Company, Inc., dated Dec. 17, 1917, and designated as License No. 5. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 812,554, for the term of the patent unless sooner terminated. It provides that the royalty to be paid the Alien Property Custodian by the licensee shall be five per cent. (5%) of the gross sums received by the licensee from the sale of the product so licensed to be made. Attached to the license is a Cancellation

rider dated May 19, 1922. There is no Revision of Royalty rider attached. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 224.

(License No. 7.)

License No. 7. (Patent)

United States of America
FEDERAL TRADE COMMISSION

License Issued to

PACIFIC FLUSH TANK COMPANY, 4241-3 Ravenswood Avenue, Chicago, Ill.

UNDER PATENTS

NUMBERS 924,664, 978,889, 1,056,548, 1,057,154 and 1,053,396.

To Karl Imhoff

DATED June 15, 1909; Dec. 10, 1910; Mar. 18, 1913; Mar. 25, 1913; and Feb. 18, 1913, respectively.

FOR Imhoff Process and Tanks used in the Disposal of Sewage.

DATE OF LICENSE, December 17, 1917.

License No. 7. (Patent)

CANCELLATION OF LICENSE.

The Federal Trade Commission, pursuant to surrender thereof by the licensee, hereby cancels and terminates the following license heretofore issued to Pacific Flush Tank Company, of Chicago, Ill., under certain Letters Patent covering Process and Method of

Treating Sewage, but subject to the terms of the license.

Dated: August 23, 1921.

FEDERAL TRADE COMMISSION,
(Sgd.) J. P. YODER,
Secretary.

ESR-RKE 1-10-18

License No. 7 (Patent).

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION.

License to Pacific Flush Tank Company

Patent No. 924,664 dated June 15, 1909; No. 978,889 dated December 10, 1910; No. 1,056,548 dated March 18, 1913; No. 1,057,154 dated March 25, 1913; No. 1,053,396 dated February 18, 1913, all above patents.

To Karl Imhoff of Bredeney, near Essen-on-the-Ruhr, Germany.

For Imhoff Process and Tanks used in the disposal of sewage.

The Federal Trade Commission under authority of and in conformity with the "Trading with the Enemy Act" and with the Executive Order of October 12, 1917, hereby licenses the Pacific Flush Tank Company, a corporation of the State of Illinois, 4241-3 Lavenswood Avenue, Chicago, Illinois, exclusively to make or cause to be made, to use or cause to be used, to sell or cause to be sold and to carry on or cause to be carried on within the United States the inventions, processes and methods described in certain United States Letters Patent employed in the disposal of sewage, under what is commercially known as the Im-

hoff Process and Tanks for term of each of said patents, unless sooner terminated said patents are as follows:

Number 924,664, dated June 15, 1909, to Karl Imhoff of Bredeney, near Essen-on-the-Ruhr, Germany, for Sewage-Treatment Apparatus; Number 978,889 dated December 10, 1910 to Karl Imhoff of Bredeney near Essen-on-the Ruhr, Germany, for Treating Sewage; Number 1,056,548 dated March 18, 1913 to Karl Imhoff of Bredeney, near Essen-on-the-Ruhr, Germany, for Process of Drying Sludge; No. 1,057,154 dated March 25, 1913, to Karl Imhoff of Bredeney, near Essen-on-the-Ruhr, Germany, for Settling Tank, and number 1,053,396 dated February 18, 1913, to Karl Imhoff of Bredeney, near Essen-on-the-Ruhr, Germany, for Sewage Purification. All of which patents are conjointly used in the installation and operation of the said Imhoff Process and Tanks. Copies are annexed hereto.

The aggregate royalty to be paid by the licensee under this license shall be 5 per cent of the value of the conjoint use of the said inventions.

The value of the conjoint use of such inventions to the licensee has been established by the Federal Trade Commission and such values are set forth in detail on the attached schedule of values and 5 per cent thereof, which the Federal Trade Commission has determined to be a reasonable royalty, shall be paid by said licensee during the continuance of this license to the Alien Property Custodian, semi-annually, within 30 days after the first day of February and the first day of August, respectively of each year.

The authority and license to said Pacific Flush Tank Company to cause to be made, used, sold and carried on the Process and inventions of said patents, shall only include the sale to and the making, carrying on and use thereof by the municipalities and others

listed on Schedule 1 hereof and no others unless and until permission and authority in writing of the Federal Trade Commission to the sale to and the making, carrying on and use of said Process and inventions by others shall first be had and obtained, when the names of such others shall be added to said Schedule.

The licensee shall, during the continuance of this license, keep proper accounts and separate books containing full particulars of:

(a) The names of the municipalities and others together with the population thereof and the fee charged, for all sewage disposal plants contracted for under said letters patent, through the licensee.

(b) The names of the Engineers and the Contractors and the amount of the Contracts involved in the building of all such sewage disposal plants.

(c) All other matters and information which in the opinion of the Federal Trade Commission may be material for the purpose of showing the amounts from time to time payable by the licensee concerning such Royalty.

The licensee shall, within ten days after the first day of February and the first day of August of each year, deliver a sworn statement to the Federal Trade Commission in writing showing the aforesaid particulars.

The licensee shall, during the continuance of this license, give all such information as the Federal Trade Commission may consider to be material for the purpose of ascertaining the amount of royalty payable by the licensee under this license, the cost of all operations thereunder and for that purpose shall, if requested by the Federal Trade Commission, permit such person or persons as shall be authorized in that behalf by the Federal Trade Commission at any time or times to enter upon and inspect such offices, places of business of the licensee in any way concerned with the use

of said process or inventions, and all books, papers and documents of the licensee relating to such use and carrying on, and shall furnish or procure to be furnished all such information as the Federal Trade Commission shall consider to be material for the purpose of ascertaining the amounts payable to the licensee by the municipalities and others whose names appear in Schedule 1 hereto and any others who may from time to time be authorized to use the said Imhoff Process and Tanks and said licensee shall procure permission to be given to such person or persons as shall be authorized in that behalf by the Federal Trade Commission at any time or times to enter upon and inspect any place in which said process and inventions shall be used or carried on, and any books, papers and documents relating thereto.

If any payment under this license shall not be made within one month after the same shall have become due under the provisions of this license (whether demand therefor shall have been made or not), or, if the licensee shall or shall attempt to assign or part with the benefit of or without permission and authority in writing from the Federal Trade Commission first had and obtained shall or shall attempt to grant any sublicense, under this license, or shall make default in the performance or observance of any obligation on its part herein contained, or shall have violated any of the conditions of this license or any of the provisions of the statute under which it is granted, and if, after ten days' notice in writing, shall have failed to comply with the aforesaid, then the Federal Trade Commission may by notice in writing and after a hearing, cancel and terminate this license as from the date of such notice, but without prejudice to and so as not in any manner to affect any liability hereunder on the part of the licensee which may then be subsisting or have accrued.

If in the opinion of the Federal Trade Commission, the licensee has failed to use this license so as to satisfy the reasonable requirement of the public with regard to the subject matter thereof; or

Circumstances have arisen which in the opinion of the Federal Trade Commission, make it advisable that this license may be canceled in whole or in part; then

The Federal Trade Commission may in its absolute discretion terminate and cancel this license in whole or in part and if canceled and terminated the same shall be without prejudice to and so as not in any manner to affect any liability hereunder on the part of the licensee which may be subsisting or have accrued.

Any sums which may at any time be payable to the licensee under the provisions of this license shall be a debt due from the licensee to the people of the United States and shall be recovered in an appropriate action in the name of the people of the United States against the licensee.

Dated December 17, 1917.

FEDERAL TRADE COMMISSION,
by
(Sgd.) L. L. BRACKEN,
Secretary.

Attest:
(Sgd.) C. H. McDONALD,
Counsel in Charge.

Accepted and agreed to.

(Sgd.) PACIFIC FLUSH-TANK CO.,
Licensee.
Per E. L. WALCOTT,
Vice Pres.

SCHEDULE OF VALUES.

Pacific Flush Tank Co.

Population	Minimum Fee	30% Pacific Flush Tank Co.	70% Imhoff	Value of Use of Patents per Federal Trade Commission Value	5% of Value
100	$ 10.00	$ 3.00	$ 7.00	$140.00	$ 7.00
200	20.00	6.00	14.00	280.00	14.00
300	30.00	9.00	21.00	420.00	21.00
400	40.00	12.00	28.00	560.00	28.00
500	50.00	15.00	35.00	700.00	35.00
600	58.00	17.40	40.60	812.00	40.60
750	65.00	19.50	45.50	910.00	45.50
1000	80.00	24.00	56.00	1120.00	56.00
1500	105.00	31.50	73.50	1470.00	73.50
2000	130.00	39.00	91.00	1820.00	91.00
2500	155.00	46.50	108.50	2170.00	108.50
3000	180.00	54.00	126.00	2520.00	126.00
3500	200.00	60.00	140.00	2800.00	140.00
4000	220.00	66.00	154.00	3080.00	154.00
4500	235.00	70.50	164.50	3290.00	164.50
5000	255.00	76.50	178.50	3570.00	178.50
6000	290.00	87.00	203.00	4060.00	203.00
7000	325.00	97.50	227.50	4550.00	227.50
8000	360.00	108.00	252.00	5040.00	252.00
9000	395.00	118.50	276.50	5530.00	276.50
10000	430.00	129.00	301.00	6020.00	301.00
12500	510.00	153.00	357.00	7140.00	357.00
15000	590.00	177.00	413.00	8260.00	413.00
17500	670.00	201.00	469.00	9380.00	469.00
20000	750.00	225.00	525.00	10500.00	525.00
22500	800.00	240.00	560.00	11200.00	560.00
25000	850.00	255.00	595.00	11900.00	595.00
30000	1000.00	300.00	700.00	14000.00	700.00
35000	1150.00	345.00	805.00	16100.00	805.00
40000	1300.00	390.00	910.00	18200.00	910.00
45000	1400.00	420.00	980.00	19600.00	980.00
50000	1500.00	450.00	1050.00	21000.00	1050.00
55000	1650.00	495.00	1155.00	23100.00	1155.00
60000	1750.00	525.00	1225.00	24500.00	1225.00
65000	1850.00	555.00	1295.00	25900.00	1295.00
70000	2000.00	600.00	1400.00	28000.00	1400.00
75000	2100.00	630.00	1470.00	29400.00	1470.00
80000	2200.00	660.00	1540.00	30800.00	1540.00
90000	2350.00	705.00	1645.00	32900.00	1645.00

Population	Minimum Fee	30% Pacific Flush Tank Co.	70% Imhoff	Value of Use of Patents per Federal Trade Commission Value	5% of Value
100000	$2550.00	$765.00	$1785.00	$35700.00	$1785.00
125000	3000.00	900.00	2100.00	42000.00	2100.00
150000	3450.00	1035.00	2415.00	48300.00	2415.00
175000	3850.00	1155.00	2695.00	53900.00	2695.00
200000	4300.00	1290.00	3010.00	60200.00	3010.00
250000	5200.00	1560.00	3640.00	72800.00	3640.00
300000	6000.00	1800.00	4200.00	84000.00	4200.00
350000	6800.00	2040.00	4760.00	95200.00	4760.00
400000	7600.00	2280.00	5320.00	106400.00	5320.00
450000	8300.00	2490.00	5810.00	116200.00	5810.00
500000	9000.00	2700.00	6300.00	126000.00	6300.00
600000	10150.00	3045.00	7105.00	142100.00	7105.00
700000	11100.00	3330.00	7770.00	155400.00	7770.00
800000	12000.00	3600.00	8400.00	168000.00	8400.00
900000	12600.00	3780.00	8820.00	176400.00	8820.00
1000000	13000.00	3900.00	9100.00	182000.00	9100.00
1500000	14000.00	4200.00	9800.00	196000.00	9800.00
2000000	15000.00	4500.00	10500.00	210000.00	10500.00

PLAINTIFF'S EXHIBIT No. 225.

[License No. 8, 8(a), 8(b) and 8(c).]

This Exhibit is four licenses issued by the Federal Trade Commission to Diarsenol Company, Inc., each dated January 12, 1918, and designated as Licenses Nos. 8, 8(a), 8(b) and 8(c) respectively. They license the licensee to make, use and vend within the United States, and to cause to be made for them in the United States, the inventions described in United States Letters Patents No. 1,116,398; No. 986,148; No. 1,081,592 and No. 1,081,897, for the term of said patents respectively, unless sooner terminated. In addition thereto Licenses 8, 8(a) and 8(b) include the making in Canada. The royalty to be paid by the licensee to the Alien Property Custodian is five per cent. (5%)

of the gross sums received by the licensee from the sale within the United States of Diarsenol which is the name adopted by the licensee to distinguish the product made by it under the patents licensed. Attached to the license No. 8 is a print of the label, together with a copy of the rules and standards of the United States Public Health Service. The terms and conditions of said License No. 8 are by reference made a part of the other three licenses. No Cancellation, nor Revision of Royalty riders are attached. Otherwise the terms and conditions of the licenses are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 226.

[License No. 8(d).]

This Exhibit is a license from the Federal Trade Commission to Diarsenol Company, Inc., dated March 4, 1918, and designated as License No. 8 (d). It licenses the licensee to make, use and vend within the United States and cause to be made for them either in Canada or the United States the invention described in United States Letters Patent No. 13,848, Reissue, for the term of the patent unless sooner terminated. It recites that it is one of five licenses, four of which, namely, Nos. 8, 8 (a), 8 (b) and 8 (c) have been heretofore issued, and each and all of the provisions and conditions of said other four licenses are by reference made a part of this license, except that separate rules and standards prescribed by the U. S. Public Health Service covering the licensed product are attached. The royalty to be paid by the licensee to the Alien Property Custodian is five per cent. (5%) of the gross

sums received by the licensee from the sale within the United States of Neo Arsphenamine. Attached is a print of the labels to be used. There is no Cancellation nor Revision of Royalty rider attached.

PLAINTIFF'S EXHIBIT No. 227.

(License No. 9.)

This Exhibit is a license issued by the Federal Trade Commission to The Abbott Laboratories, dated January 10, 1918, and designated as License No. 9. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 812,554, for the term of the Patent unless sooner terminated. It provides for the payment by the licensee to the Alien Property Custodian of a royalty of five per cent. (5%) of the gross sums received by the licensee from the sale of the product so licensed to be made. There are no Cancellation nor Revision of Royalty riders attached. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 228.

(License No. 10.)

This Exhibit is an exclusive license issued by the Federal Trade Commission to Lembcke, Von Bermuth Company, Incorporated, dated January 17, 1918, and designated as License No. 10. It licenses the licensee exclusively to use or cause to be used and to carry on or cause to be carried on within the United States for the term of each of certain United States Letters Patents employed in the operation of what is known as

the Rueping Process for treating timber. The certain Patents so licensed are United States Letters Patents No. 709,799; No. 12,707 Re-issue and No. 1,008,864. It provides for a royalty to be paid by the licensee to the Alien Property Custodian of five per cent. (5%) of the value of the conjoint use of said inventions, the value of which has been established by said commission and is five cents (5¢) per cubic foot of wood treated, and five per cent. (5%) thereof or .0025 cents per cubic foot of wood treated. No cancellation nor Revision of Royalty riders are attached. Otherwise the terms and conditions are substantially like those set forth in Plaintiff's Exhibit No. 224, except that the license to cause to be used and carried on and the method and process of said patents only include the carrying on and use thereof by the persons listed in Schedule 1 attached, which Schedule 1 is hereinafter printed.

License No. 10.
Schedule 1.

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
License to Lembcke, von Bermuth Company, Incorporated.

Patent No. 709,799.
dated September 23, 1902.
Reissued October 22, 1907, and Patent No. 1,008,864,
Dated November 14, 1911.
To Max Rueping, of Charlottenburg, Germany.
For Methods of Impregnating Wood, etc.

American Creosote Works, Inc., New Orleans, La.

American Creosoting Company, 17 Battery Place, New York, N. Y.

Atchison, Topeka & Santa Fe Ry. System, Topeka, Kan.

Atlantic Coast Line Railroad Co., Wilmington, N. C.

Ayer & Lord Tie Co., Chicago, Ill.

Boston Elevated Railway Co., Boston, Mass.

J. B. Card, 111 West Washington Street, Chicago, Ill.

Central Creosoting Co., 111 West Washington Street, Chicago, Ill.

Central of Georgia Railway Co., Savannah, Ga.

Charlotte Harbor & Northern Ry. Co., Boca Grande, Fla.

Compressed Wood Preserving Co., Cincinnati, Ohio.

Continental Tie & Lumber Preserving Co., Denver, Colo.

El Paso & Southwestern System, El Paso, Texas.

Eppinger & Russell Co., 165 Broadway, New York, N. Y.

Gulfport Creosoting Co., Gulfport, Miss.

International Creosoting & Construction Co., Galveston, Texas.

Jennison-Wright Co., Toledo, Ohio.

Joyce-Watkins Co., Chicago, Ill.

Kettle River Company, Minneapolis, Minn.

Missouri, Kansas & Texas Ry. Co., St. Louis, Mo.

Michigan Wood Preserving Co., Pittsburgh, Pa.

National Lumber & Creosoting Co., Texarkana, Ark.

Ohio Wood Preserving Co., Pittsburgh, Pa.

Pacific Creosoting Co., Seattle, Wash.

Pennsylvania Railroad Co., Philadelphia, Pa.

Philadelphia & Reading Ry. Co., Philadelphia, Pa.

Pittsburgh Wood Preserving Co., Pittsburgh, Pa.

Republic Creosoting Co., Indianapolis, Ind.

St. Helens Creosoting Co., Portland, Ore.

St. Paul & Tacoma Lumber Co., Tacoma, Wash.

Southern Creosoting Co., Ltd., Slidell, La.

Southern Wood Preserving Co., Atlanta, Ga.

PLAINTIFF'S EXHIBIT No. 229.

(License No. 12.)

This Exhibit is a license issued by the Federal Trade Commission to The Calco Chemical Company, dated February 18, 1918, and designated as License No. 12. It licenses the licensee to make, use and vend within the United States, the invention described in United States Letters Patent No. 812,554 for the term of the patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent. (5%) of the gross sums received by the licensee from the sale of the product so licensed to be made. Attached is a cancellation rider, dated May 19, 1922. No Revision of Royalty rider is attached. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 230.

(License No. 13.)

This Exhibit is a license from the Federal Trade Commission to French Battery & Carbon Company, dated February 18, 1918, and designated as License No. 13. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 1,123,843, for Depolarizer for Galvanic Cells, for the term of the Patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty at the rate of five per cent. (5%) of the value of the use of said invention, which value has been established by said commission and is five dollars ($5.00) per thousand cells sold, and five per cent. (5%) or twenty-five cents (25¢) per thousand cells sold.

There are no Cancellation nor Revision of Royalty riders attached. Otherwise its terms and conditions are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 231.

(License No. 15.)

This Exhibit is a license from the Federal Trade Commission to The Abbott Laboratories, dated March 23, 1918, and designated as License No. 15. It licenses the licensee to make, use and vend within the United States, the invention described in United States Letters Patent No. 1,075,171, for the term of the patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent. (5%) of the gross sums received by the licensee from the sale of the product so licensed to be made. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit 216. There are no Cancellation, nor Revision of Royalty riders attached.

PLAINTIFF'S EXHIBIT No. 232.

(License No. 18.)

No. 18 (Patent)

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
License Issued to
E. I. DU PONT DE NEMOURS & COMPANY.
(Anthracenes)

Under

Certain Letters Patent for Intermediates, Dyes and the Application of Dyes, Owned by Enemies or Allies of Enemies.

Date of License, January 21, 1918.

License No. 18 (Patent)

CANCELLATION OF LICENSE.

The Federal Trade Commission pursuant to surrender thereof by the licensee hereby cancels and terminates, subject to the terms of the license, the following license heretofore issued to E. I. duPont de Nemours & Company, under certain Letters Patent for intermediates, dyes and the application of dyes, such patents being identified in schedule attached to license.

Dated, September 1, 1920.

FEDERAL TRADE COMMISSION,
(Sgd.) J. P. YODER,
Secretary.

License No. 18 (Patent).

REVISION OF ROYALTY.

Pursuant to General Order of the Commission dated September 2, 1919, establishing a uniform rate of royalty under all licenses involving dyes and chemicals (not including drugs), License No. 18, dated January 21, 1918, to E. I. du Pont de Nemours & Company, under certain Letters Patent for intermediates, dyes and the application of dyes, such patents being identified in schedule attached to license, is hereby so amended that from and after August 1, 1919, royalty payable thereunder shall be at the rate of 2% of the gross amounts received by the licensee from the sale of the products included in the license.

Dated, January 14, 1920.

FEDERAL TRADE COMMISSION,
By
(Sgd.) J. P. YODER,
Secretary.

License No. 18. (Patent).

UNITED STATES OF AMERICA,
FEDERAL TRADE COMMISSION.

License to E. I. du Pont de Nemours and Company
of
Wilmington, Delaware,
under
Certain Letters Patent for Intermediates, Dyes and the Application of Dyes Owned by Enemies or Allies of Enemies.

The Federal Trade Commission under authority of and in conformity with the Trading with the Enemy Act and with the Executive Order of October 12, 1917, hereby licenses E. I. du Pont de Nemours and Company, a corporation of the State of Delaware, of Wilmington, Delaware, to make, use and vend within the United States the inventions described in certain United States Letters Patent owned or controlled by enemies or allies of enemies, relating to the manufacture of certain intermediates and dyes and to cause to be made, used and vended, and to carry on and cause to be carried on the processes and inventions of certain United States Letters Patent owned or controlled by enemies or allies of enemies relating to the application of dyes, for the terms of each of the respective patents, unless sooner terminated.

Said United States Letters Patent under which this license is granted, are included in a schedule annexed hereto, and it is the purpose and intent of this license to authorize and license the said licensee to use and employ the inventions of the said letters patent and each of them, and such others (owned or controlled by an enemy or ally of an enemy), whether included in such schedule or not, as may be found desirable, in order to make, use and vend the group of dyes known

as Anthracenes, and to carry on and cause to be carried on, the processes disclosed and claimed in such letters patent, with respect to such group, and to relieve the licensee of liability for infringement of these and of any letters patent owned or controlled by an enemy or ally of enemy, by reason of the manufacture, use or sale or the carrying on or causing to be carried on of any process of any such letters patent concerning said Anthracene group of dyes, and with respect to the letters patent owned or controlled by an enemy or ally of an enemy included in the annexed schedule and any other, whether or not subsequently added thereto as hereinafter provided, which have to do with the application of such dyes to fabrics, and the use of processes by dyers and others who may purchase the products of the licensee, the licensee may, by an appropriate notice on packages, invoices or otherwise, authorize purchasers and users of the said products to use and apply the same, and the licensee shall not thereby be deemed to have violated the provisions hereof forbidding sub-licenses.

The licensee during the continuance of this license shall pay to the Alien Property Custodian semi-annually within thirty days after the 1st day of February and the 1st day of August in each year, a royalty of five per cent. (5%) of the net profit derived from the sale of the products included in this license, which sum the Federal Trade Commission has determined is a reasonable royalty, and which shall be the aggregate royalty to be paid by the licensee under all of the said letters patent.

The enumeration of said letters patent in said schedule is provisional and upon application by the licensee other letters patent may from time to time be added thereto or removed therefrom, but the addition of any letters patent to said schedule or the removal of any letters patent therefrom, or the failure to in-

clude therein any letters patent owned or controlled by an enemy or ally of an enemy necessary or desirable to be used in the manufacture, use or sale by the licensee of Anthracene dyes shall not affect this license, the terms thereof or the royalty payable thereunder.

The licensee shall, during the continuance of this license, keep proper accounts and separate books containing full particulars of:—

(a) All products made and sold under this license and of the price or prices charged and the amounts received therefor;

(b) All items of cost incurred in the use of such inventions and the manufacture and sale of products made thereunder; and

(c) All other matters and things, which, in the opinion of the Federal Trade Commission, may be material for the purpose of showing the amounts from time to time payable by the licensee concerning such royalty and what is a fair and reasonable price to the public for such product.

The licensee shall, within 10 days after the first day of February and the first day of August in each year, deliver a sworn statement to the Federal Trade Commission in writing showing the aforesaid particulars.

The licensee shall, during the continuance of this license, give all such information as the Federal Trade Commission may consider to be material for the purpose of ascertaining the amount of royalty payable by the licensee under this license, the cost of the use of such invention, the cost of producing and the price or prices charged by the licensee for the said products, and for that purpose shall, if requested by the Federal Trade Commission, permit such person or persons as shall be authorized in that behalf by the Federal Trade Commission, at any time or times to enter upon and inspect any factory or place of business of the licensee in which the use of said invention or the manufac-

ture of the said products shall be carried on and all books, papers and documents of such licensee relating to such use, manufacture and sale.

If any payment under this license shall not be made within one month after the same shall have become due under the provisions herein contained (whether demand therefor shall have been made or not), or if the licensee shall or shall attempt to assign or part with the benefit of or grant any sublicense under this license, except as hereinbefore provided, or shall make any default in the performance or observance of any obligation on its part herein contained, or shall have violated any of the conditions of this license or any of the provisions of the statute under which it is granted, and if, after 10 days' notice in writing, shall have failed to comply with the aforesaid, then the Federal Trade Commission may, by notice in writing, and after a hearing, cancel and terminate this license as from the date of such notice, but without prejudice to and so as not in any manner to affect any liability hereunder on the part of the licensee which may then be subsisting or have accrued.

If, in the opinion of the Federal Trade Commission, the licensee has failed to use this license so as to satisfy the reasonable requirement of the public with regard to the subject matter thereof; or

If, in the opinion of the Federal Trade Commission, the licensee has failed to supply to the public the products made under this license at reasonable prices; or

If, in the opinion of the Federal Trade Commission, the licensee has charged unreasonable or excessive prices for products made under this license; or

If, in the opinion of the Federal Trade Commission, the products made under this license are of unsatisfactory quality, or fail to conform to such rules and standards as may from time to time be prescribed

by the Federal Trade Commission or by any competent United States authority (and the licensee shall furnish to the Federal Trade Commission in the manner prescribed by it, and when and as often as required, samples and specimens for inspection, analysis and test); or

Circumstances have arisen, which, in the opinion of the Federal Trade Commission, make it advisable that this license be canceled in whole or in part; Then

The Federal Trade Commission may, in its absolute discretion, terminate and cancel this license in whole or in part, and if canceled and terminated, the same shall be without prejudice to and so as not in any manner to affect any liability hereunder on the part of the licensee which may then be subsisting or have accrued.

Any sums which may at any time be payable by the licensee under the provisions of this license shall be a debt due from the licensee to the people of the United States, and shall be recovered in an appropriate action in the name of the people of the United States against the licensee.

Dated, January 21, 1918.

FEDERAL TRADE COMMISSION,
By
(Sgd.) L. L. BRACKEN,
Secretary.

Attest:
(Sgd.) C. H. McDONALD,
Counsel in Charge.

Accepted and agreed to.

E. I. DU PONT DE NEMOURS AND COMPANY,
Licensee,
By

G. V. L.

I. DU PONT,
Vice Presdt.

Schedule annexed to and forming part of License No. 18. (Patent)

Issued to E. I. du Pont de Nemours and Company under letters patent concerning anthracene dyes.

Patent No. 1,063,173, dated May 27, 1913.

To Christian Rampini, deceased by William E. Warland, administrator, Brooklyn, N. Y., assignor to Badische Anilin & Soda Fabrik, Ludwigshafen-on-the-Rhine, Germany.

For "Producing Amino-Anthraquinones and Derivatives Thereof."

Patent No. 724,789, dated April 7, 1903.

To René Bohn, Mannheim, Germany, Assignor to Badische Anilin and Soda Fabrik, Ludwigshafen-on-the-Rhine, Germany, a Corporation.

For "Blue Dye and Process of Making Same."

Patent No. 753,659, dated March 1, 1904.

To René Bohn, Mannheim, Germany, assignor to Badische Anilin und Soda Fabrik, Ludwigshafen-on-the-Rhine, Germany, a Corporation of Baden.

For "Anthracene Derivative and Process of Making Same."

Patent No. 1,055,701, dated March 11, 1913.

To René Bohn, Mannheim, Germany, assignor to Badische Anilin & Soda Fabrik, Ludwigshafen-on-the-Rhine, Germany, a Corporation.

For "Pigment and Process of Making the Same."

Patent No. 1,150,863, to Richard Just and Fritz Eckard, dated August 24, 1915, assigned to Badische Anilin.

For "Pigment and the Process of Making Same."

Patent No. 739,145, dated September 15, 1903.

To René Bohn, Mannheim, Germany, assignor to Ba-

dische Anilin and Soda Fabrik, Ludwigshafen-on-the-Rhine, Germany, a Corporation of Baden.
For "Anthracene Dye."

Patent No. 787,859, dated April 18, 1905.
To Roland H. Scholl, Karlsruhe, and Oscar Bally, Mannheim, Germany, assignors to Badische Anilin & Soda Fabrik, Ludwigshafen-on-the-Rhine, Germany, a Corporation of Baden.
For "Anthracene Compound and Process of Making Same."

Patent No. 818,992, dated April 24, 1906.
To Oscar Bally and Max H. Isler, Mannheim, Germany, assignors to Badische Anilin & Soda Fabrik, Ludwigshafen-on-the-Rhine, Germany, a Corporation.
For "Anthracene Dye and Process of Making Same."

Patent No. 796,393, dated August 1, 1905.
To Oscar Bally, Mannheim, Germany, assignor to Badische Anilin & Soda Fabrik, Ludwigshafen-on-the-Rhine, Germany, a Corporation of Germany.
For "Anthracene Coloring-Matter and Process of Producing the Same."

Patent No. 906,367, dated December 8, 1908.
To Oscar Bally, Mannheim, and Hugo Wolff, Ludwigshafen-on-the-Rhine, Germany, assignors to Badische Anilin & Soda Fabrik, Ludwigshafen-on-the-Rhine, Germany, a Corporation.
For "Anthracene Dye and Process of Making Same."

Patent No. 1,003,268, dated Sept. 12, 1911.
To Richard Just and Hugo Wolff, Ludwigshafen-on-the-Rhine, Germany, assignors to Badische Anilin & Soda Fabrik, Ludwigshafen-on-the-Rhine, Germany, a Corporation.
For "Anthracene Dye and Process of Making Same."

Patent No. 961,612, dated June 14, 1910.
To Max Henry Isler, Mannheim, and Hugo Wolff, Ludwigshafen-on-the-Rhine, Germany, assignors to Badische Anilin & Soda Fabrik, Ludwigshafen-on-the-Rhine, Germany, a Corporation.
For "Anthracene Compound and Process of Making It."

PLAINTIFF'S EXHIBIT No. 233.

(License No. 19.)

This Exhibit is a license from the Federal Trade Commission to E. I. du Pont de Nemours & Company, dated January 21, 1918, and designated as License No. 18 (a). It licenses the licensee to make, use and vend within the United States the inventions described in U. S. Letters Patent No. 711,377 and No. 795,755, for the terms of the respective patents unless sooner terminated. The licensee is required to pay to the Alien Property Custodian a royalty of two per cent (2%) of the gross receipts derived from the sale of the products included in the license, otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216. It contains a Cancellation rider, dated September 1, 1920. There is no Revision of Royalty rider attached.

PLAINTIFF'S EXHIBIT No. 234.

(License No. 19).

This Exhibit is a license from the Federal Trade Commission to E. I. du Pont de Nemours & Co., dated January 21, 1918, and designated as License No. 19. It licenses the licensee to make, use and vend within

the United States the inventions described in certain United States Letters Patent, owned or controlled by enemies or allies of enemies relating to the manufacture of certain intermediates and dyes, and to cause to be made, used and vended, and to carry on and cause to be carried on the processes and inventions of certain United States Letters Patents, owned or controlled by enemies or allies of enemies relating to the application of dyes for the term of each of the respective patents, unless sooner terminated. The said patents under which the license is granted are No. 680,395; No. 868,294 and No. 718,340, enumerated in the schedule attached. The license recites that it is the purpose and intent of the license to authorize and license the said licensee to use and employ the inventions of the said letters patents and each of them, and such others (owned or controlled by an enemy or an ally of an enemy) whether included in the schedule or not, and as may be found desirable, in order to make, use, and vend the group of dyes known as Indigo and its derivatives, and to carry on and cause to be carried on, the processes described in such letters patent with respect to such groups. The licensee is required to pay to the Alien Property Custodian a royalty of five per cent. (5%) of the net profit derived from the sale of the products included in the license. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 232. A rider entitled "Revision of Royalty" dated January 14, 1920, is attached, which provides that the license is so amended that from and after August 1, 1919, the royalty payable shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the products included in the license. Cancellation rider dated September 1, 1920, is attached.

PLAINTIFF'S EXHIBIT No. 235.

(License No. 20.)

This Exhibit is a license from the Federal Trade Commission to E. I. du Pont de Nemours & Company, dated January 21, 1918, and designated as License No. 20. It licenses the licensee to make, use and vend within the United States the inventions described in certain United States Letters Patent owned or controlled by enemies or allies of enemies relating to the manufacture of certain intermediates and dyes, and to cause to be made, used and vended, and to carry on and cause to be carried on the processes and inventions of certain United States Letters patent, owned or controlled by enemies or allies of enemies, relating to the application of dyes, for the term of each of the respective patents, unless sooner terminated. The said patent under which the license is granted is No. 931,598, set out in the Schedule attached. The license recites that it is the purpose and intent of the license to authorize and license the said licensee to use and employ the inventions of the said Letters Patent and each of them and such others (owned or controlled by an enemy or an ally of an enemy) whether included in the Schedule or not as may be found desirable in order to make, use and vend the group of dyes known as Sulphur dyes, and to carry on and cause to be carried on the processes disclosed in such Letters Patent with respect to such group. The licensee is required to pay to the Alien Property Custodian a royalty of five per cent (5%) of the net profit derived from the sale of the products included in the license, otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 232. A rider entitled

"Revision of Royalty," dated January 14, 1920, is attached, which provides that the license is so amended that from and after August 1, 1919, the royalty payable shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the products included in the license. Cancellation rider dated September 1, 1920, is attached.

PLAINTIFF'S EXHIBIT No. 236.

(License No. 21.)

This Exhibit is a license from the Federal Trade Commission to E. I. du Pont de Nemours & Company, dated January 21, 1918, and designated as License No. 21. It licenses the licensee to make, use and vend within the United States, the inventions described in certain United States Letters Patent owned or controlled by enemies or allies of enemies relating to the manufacture of certain intermediates and dyes, and to cause to be made, used and vended and to carry on and cause to be carried on the processes and inventions of certain United States Letters Patents owned or controlled by enemies or allies of enemies relating to the application of dyes, for the term of each of the respective patents unless sooner terminated. The said patents under which the license is granted are: Nos. 1,101,111; 1,034,853; 1,042,356; 1,206,232; 1,193,566 and 1,127,027, enumerated in the schedule attached. The license recites that it is the purpose and intent of the license to authorize and license the said licensee to use and employ the inventions of the said letters patent and each of them, and such others, owned or controlled by an enemy, or ally of an enemy, whether included in the schedule or not, as may be found desirable in order to make, use and

vend the group of dyes known as Azo Dyes, and to carry on and cause to be carried on the processes disclosed in such letters patents with respect to such group. The licensee is required to pay to the Alien Property Custodian a royalty of five per cent (5%) of the net profits derived from the sale of the products included in the license, otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 232. A rider entitled "Revision of Royalty," dated January 14, 1920, is attached, which provides that the license is so amended that from and after August 1, 1919, the royalty payable shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the products included in the license. Attached is a cancellation rider, dated September 1, 1920.

PLAINTIFF'S EXHIBIT No. 237.
(License No. 22.)

This is a license from the Federal Trade Commission to Albert B. Moses, dated April 8, 1918, and designated as License No. 22. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 1,139,031, for the term of the patent unless sooner terminated. The Licensee is required to pay to the Alien Property Custodian a royalty at the rate of two per cent (2%) of the gross sums received by the licensee from the sale of the products produced by the use of the invention licensed, otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216. There are no cancellation nor Revision of Royalty riders attached.

PLAINTIFF'S EXHIBIT No. 238.

(License No. 23.)

This Exhibit is a license from the Federal Trade Commission to F. L. Smidth & Company, dated July 16, 1918, and designated as License No. 23. It licenses the licensee exclusively to make, use and vend within the United States the invention described in United States Letters Patent No. 1,043,349, for the term of the said patent, unless sooner terminated. It provides for a royalty to be paid by the licensee to the Alien Property Custodian of five per cent (5%) of the cost of the equipment necessarily added to the standard apparatus in order to utilize said invention. The Patent is entitled: Ball-Mill. It contains no cancellation nor Revision of Royalty rider, otherwise its terms and conditions are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 239.

(License No. 24.)

This is a license from the Federal Trade Commission to E. C. Klipstein & Sons Company, dated April 8, 1918, and designated as License No. 24. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 711,377, and No. 795,755, for the terms of the respective patents unless sooner terminated. It requires the licensee to pay to the Alien Property Custodian a royalty of two per cent (2%) of the gross receipts derived from the sale of the prod-

ucts included in the license, otherwise the terms and conditions are substantially like those set forth in Plaintiff's Exhibit No. 216. There is no Cancellation nor Revision of Royalty rider attached.

PLAINTIFF'S EXHIBIT No. 240.

(License No. 27.)

This Exhibit is a license issued by the Federal Trade Commission to National Aniline & Chemical Company, Inc., dated June 28, 1918, and designated as License No. 27. It licenses the licensee to make, use and vend within the United States the inventions described in certain United States Letters Patent owned or controlled by enemies or allies of enemies, relating to the manufacture of certain intermediates and dyes, and to cause to be made, used and vended and to carry on and cause to be carried on the processes and inventions of certain United States Letters Patent owned or controlled by enemies or allies of enemies, relating to the application of dyes, for the terms of each of the respective patents unless sooner terminated. The said patents under which the license is granted are: Nos. 682,523; 715,662; 724,789; 734,325; 734,866; 739,145; 739,579; 753,659; 754,768; 787,859; 796,393; 809,892; 818,336; 818,992; 828,778; 844,914; 856,811; 863,397; 876,810; 906,367; 925,917; 929,442; 948,204; 955,105; 958,325; 961,048; 961,612; 970,878; 999,062; 1,003,268; 1,063,172; 1,063,173; 1,104,943; 1,145,934, enumerated in the schedule attached. The license recites that it is the purpose and intent of the license to authorize and license the said licensee to use and employ the inventions of said letters patent, and each of them, and such others (owned or controlled by an enemy or an ally of an enemy) whether included in the

schedule or not as may be found desirable, in order to make, use and vend the group of dyes known as Anthracenes, and to carry on and cause to be carried on the processes disclosed in such letters patent, with respect to such groups. The licensee is required to pay to the Alien Property Custodian a royalty of five per cent. (5%) of the net profits derived from the sale of the products included in the license. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 232. A rider entitled "Revision of Royalty" dated November 26, 1919, is attached, which provides that the license is so amended that from and after July 1, 1919, the royalty payable shall be at the rate of two per cent. (2%) of the gross amounts received by the licensee from the sale of the products included in the license. There is no cancellation rider attached.

PLAINTIFF'S EXHIBIT No. 241.

(License No. 28.)

This Exhibit is a license from the Federal Trade Commission to the National Aniline and Chemical Company, Inc., dated June 28, 1918, and designated as License No. 28. It licenses the licensee to make, use and vend within the United States the inventions described in certain United States Letters Patent owned or controlled by enemies or allies of enemies, relating to the manufacture of certain intermediates and dyes, and to cause to be made, used and vended, and to carry on and cause to be carried on the processes and inventions of certain United States Letters Patents owned or controlled by enemies, or allies of enemies, relating to the application of dyes for the

term of each of the respective patents, unless sooner terminated. The said patents under which the license is granted are No. 892,897; No. 916,029; No. 965,170; No. 968,697; No. 999,439, and No. 718,340, enumerated in the Schedule attached. The license recites that it is the purpose and intent of the license to authorize and license the said licensee to use and employ the inventions of the said letters patent and each of them and such others (owned or controlled by an enemy or ally of an enemy) whether included in the schedule or not as may be found desirable, in order to make, use and vend the group of dyes known as Indigo and its derivatives and to carry on and cause to be carried on the processes disclosed in such Letters Patent with respect to such group. The licensee is required to pay to the Alien Property Custodian a royalty of five per cent. (5%) of the net profit derived from the sale of the products included in the license. The terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 232. A rider entitled, "Revision of Royalty" dated November 26, 1919, is attached, which provides that the license is so amended that from and after July 1, 1919, royalty payable shall be at the rate of two per cent. (2%) of the gross amounts received by the licensee from the sale of the products included in the license. There is no cancellation rider attached.

PLAINTIFF'S EXHIBIT No. 242.
(License No. 29.)

This Exhibit is a license from the Federal Trade Commission to National Aniline & Chemical Company, Inc., dated June 28, 1918, and designated as License

No. 29. It licenses the licensee to make, use and vend within the United States the inventions described in certain United States Letters Patent, owned or controlled by enemies or allies of enemies, relating to the manufacture of certain intermediates and dyes, and to cause to be made, used and vended, and to carry on and cause to be carried on, the processes and inventions of certain United States Letters Patent, owned or controlled by enemies or allies of enemies, relating to the application of dyes for the terms of each of the respective patents, unless sooner terminated. The said patent under which the license is granted is No. 931,598, set out in the schedule attached. The license recites that it is the purpose and intent of the license to authorize and license the said licensee to use and employ the inventions of the said letters patent, and such others (owned or controlled by an enemy or ally of an enemy) whether included in the schedule or not as may be found desirable, in order to make, use and vend the group of dyes known as Sulphur dyes, and to carry on and cause to be carried on, the processes disclosed in such letters patent with respect to such group. The licensee is required to pay to the Alien Property Custodian a royalty of five per cent. (5%) of the net profit derived from the sale of the products included in the license. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit 232. A rider entitled "Revision of Royalty" dated November 26, 1919, is attached, which provides that the license is so amended that from and after July 1, 1919, the royalty payable shall be at the rate of two per cent. (2%) of the gross amounts received by the licensee from the sale of the products included in the license. There is no cancellation rider attached.

PLAINTIFF'S EXHIBIT No. 243.

(License No. 30.)

This Exhibit is a license from the Federal Trade Commission to National Aniline & Chemical Co., Inc., dated June 28, 1918, and designated as License No. 30. It licenses the licensee to make, use and vend within the United States the inventions described in certain United States Letters Patent owned or controlled by enemies, or allies of enemies, relating to the manufacture of certain intermediates and dyes and to cause to be made, used and vended, and to carry on and cause to be carried on, the processes and inventions of certain United States Letters Patent owned or controlled by enemies or allies of enemies relating to the application of dyes, for the terms of each of the respective patents, unless sooner terminated. The said patents under which the license is granted are Nos. 714,882; 741,029; 770,177; 807,422; 858,065; enumerated in the schedule attached. The license recites that it is the purpose and intent of the license to authorize and license the said licensee to use and employ the inventions of the said Letters Patent, and each of them, and such others (owned or controlled by an enemy or ally of an enemy) whether included in the schedule or not as may be found desirable, in order to make, use and vend the group of dyes known as Azo Dyes, and to carry on and cause to be carried on, the processes disclosed in such Letters Patent with respect to such group. The licensee is required to pay to the Alien Property Custodian a royalty of five per cent. (5%) of the net profit derived from the sale of the products included in the license. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 232. A rider entitled "Revision of Royalty," dated November 26, 1919, is attached, which

provides that the license is so amended that from and after July 1, 1919, the royalty payable shall be at the rate of two per cent. (2%) of the gross amounts received by the licensee from the sale of the products included in the license. There is no cancellation rider attached.

PLAINTIFF'S EXHIBIT No. 244.
(License No. 32.)

This Exhibit is a license issued by the Federal Trade Commission to Stearns-Roger Manufacturing Company, dated July 16, 1918, and designated as License No. 32. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 1,078,125. The patent is entitled "Cellular Drying Apparatus" and the license provides that the licensee shall pay to the Alien Property Custodian a royalty at the rate of $37.50 for each cubic meter of content of the drum used in said apparatus. The license is for the term of the patent unless sooner terminated. Attached is a cancellation rider dated December 16, 1919. There is no Revision of Royalty rider attached. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 245.
(License No. 33.)

This Exhibit is a license issued by the Federal Trade Commission to Merrimac Chemical Co., dated July 16, 1918, and designated as License No. 33. It

licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 711,377, and No. 795,755, for the term of the respective patents unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of two per cent (2%) of the gross receipts derived from the sale of the products included in the license. There is no cancellation nor Revision of Royalty rider attached, otherwise the terms and conditions are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 246.
(License No. 34.)

This Exhibit is a license issued by the Federal Trade Commission to H. A. Metz Laboratories, Inc, dated July 1, 1918, and designated as License No. 34. It licenses the licensee to make, use and vend, within the United States, the invention described in United States Letters Patent No. 986,148, for the term of the patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent (5%) of the gross sums received by the licensee from the sale of Salvarsan which is the name applied by the licensee to the product made under the patent so licensed. Attached is a copy of the rules and standards of the United States Public Health Service and a copy of the labels. There is no cancellation nor Revision of Royalty rider attached, otherwise the terms and conditions of the license are substantially like those set forth under Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 247.

[License No. 34 (a).]

This Exhibit is a license issued by the Federal Trade Commission to H. A. Metz Laboratories, Inc., dated July 1, 1918, and designated as License No. 34 (a). It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent re-issue No. 13,848, for the term of the patent unless sooner terminated. It states that this license is one of two, No. 34 and 34 (a), and that the product intended to be licensed under 34 (a) is the product introduced as Neo Salvarsan, and designated as Neo Arsphenamine. It provides that a royalty of five per cent. (5%) of the gross sums received by the licensee from the sale within the United States of Neo-Arsphenamine shall be paid by the licensee to the Alien Property Custodian and provides further that the license is subject to the same provisions and conditions as those contained in Federal Trade Commission License No. 34, which provisions and conditions are made a part of this license except that separate rules and standards prescribed by the United States Public Health Service covering the licensed product are attached. Attached is a print of the label. There is no cancellation nor Revision of Royalty rider attached.

PLAINTIFF'S EXHIBIT No. 248.

(License No. 35.)

This Exhibit is a license issued by the Federal Trade Commission to H. A. Metz Laboratories, Inc., dated July 1, 1918, and designated as License No. 35.

It licenses to the licensee to make, use and vend within the United States the invention described in United States Letters Patent 812,554, for the term of the patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent (5%) of the gross sums received by the licensee from the sale of the product so licensed. There is no cancellation nor Revision of Royalty rider attached, otherwise the terms and conditions are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 249.

(License No. 36).

This Exhibit is a license issued by the Federal Trade Commission to General Ceramics Co., dated July 19, 1918, and designated as License No. 36. It licenses the licensee to make, use and vend within the United States, the invention described in the United States Letters Patent No. 1,141,266, for the term of the patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent (5%) of the gross sums received by the licensee from the sale of the devices under such patent. There is no cancellation nor Revision of Royalty rider attached, otherwise the terms and conditions of this license are substantially like those set forth under Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 250.

(License No. 38)

No. 38 (Patent)

United States of America
FEDERAL TRADE COMMISSION
License Issued to
E. C. KLIPSTEIN & SONS COMPANY.

Under Patents
Numbers 1,216,612, dated Feb. 20, 1917. 1,191,480, dated July 18, 1916.
To Otto Schmidt.
For "Producing Soluble Tanning Agents," and "Tanning."

Date of License, August 15, 1918.
Cancelled and terminated July 11, 1921.

CANCELLATION OF LICENSE

The Federal Trade Commission, pursuant to surrender thereof by the licensee, hereby cancels and terminates the following license heretofore issued to E. C. Klipstein & Sons Company, a corporation of the State of New Jersey, under United States Patents Nos. 1,216,612 and 1,191,480, but subject to the terms of the license.

Dated: July 11, 1921.

FEDERAL TRADE COMMISSION,
(Sgd.) J. P. YODER,
Secretary.

REVISION OF ROYALTY.

Pursuant to General Order of the Commission dated September 2, 1919, establishing a uniform rate of

royalty under all licenses involving dyes and chemicals (not including drugs), License No. 38, dated August 15, 1918, to E. C. Klipstein & Sons Company, under U. S. Letters Patent Nos. 1,216,612, covering Producing Soluble Tanning Agents, and 1,191,480, covering Tanning, is hereby so amended that from and after September 1, 1919, royalty payable thereunder shall be at the rate of 2% of the gross amounts received by the licensee from the sale of the products included in the license.

Dated, November 26, 1919.

FEDERAL TRADE COMMISSION,
By
(Sgd.) J. P. YODER,
Secretary.

License No. 38 (Patent)
RMS/JES 9-5-18

UNITED STATES OF AMERICA,
FEDERAL TRADE COMMISSION

License to E. C. Klipstein & Sons Company
of
New York City
under

Patent No. 1,216,612.

Dated February 20, 1917.

To Otto Schmidt, of Ludwigshafen-on-the-Rhine, Germany, Assignor to Badische Anilin & Soda Fabrik, of Ludwigshafen-on-the-Rhine, Germany, a Corporation.

For "Producing Soluble Tanning Agents."

Patent No. 1,191,480
Dated July 18, 1916.
To Otto Schmidt, of Ludwigshafen-on-the-Rhine, Germany, Assignor to Badische Anilin & Soda Fabrik, of Ludwigshafen-on-the-Rhine, Germany, a Corporation.
For "Tanning."

The Federal Trade Commission, under the authority of and in conformity with the "Trading with the Enemy Act," and of the Executive Order of October 12, 1917, hereby licenses E. C. Klipstein & Sons Company, a corporation of the State of New Jersey, under Letters Patent of the United States, Numbered—1,216,612 and 1,191,480, issued respectively on February 20, 1917 and July 18, 1916, to Otto Schmidt of Ludwigshafen-on-the-Rhine, Germany, Assignor to Badische Anilin & Soda Fabrik of Ludwigshafen-on-the-Rhine, Germany, a corporation;—one for "Producing Soluble Tanning Agents" and the other for "Tanning," and under any other United States Patent or Patents now issued or hereafter and during the continuance of the present war issued to or owned or controlled by an enemy or an ally of an enemy, to use and employ the inventions described or claimed in said Letters Patent No. 1,216,612 and 1,191,480 for their respective terms, and to practice any process and to make, use and vend any products therein referred to, and to authorize its vendees to use and employ such products or any of them and such authorization shall not constitute a violation of the terms hereof prohibiting sub-licenses.

The licensee during the continuance of this license shall pay to the Alien Property Custodian semi-annually within thirty days after the 1st day of September and the 1st day of March in each year a royalty of three per cent. of the gross receipts derived by it from

the sale of the products included in this license, which sum the Federal Trade Commission has determined is a reasonable royalty and shall be the aggregate royalty to be paid by the licensee under all said Letters Patent issued or to be issued.

The licensee shall, during the continuance of this license, keep proper accounts and separate books containing full particulars of:

(a) All products made and sold under this license and of the prices charged and amounts received therefor.

(b) All items of cost incurred in the use of such inventions and the manufacture and sale of products made thereunder; and

(c) All other matters and things, which, in the opinion of the Federal Trade Commission, may be material for the purpose of showing the amounts from time to time payable by the licensee concerning such royalty and what is a fair and reasonable price to the public for such products.

The licensee shall, within 10 days after each of the semi-annual days aforesaid, deliver a sworn statement to the Federal Trade Commission in writing showing the aforesaid particulars.

The licensee shall, during the continuance of this license, give all such information as the Federal Trade Commission may consider to be material for the purpose of ascertaining the amount of royalty payable by the licensee under this license, the cost of the use of such inventions, the cost of producing and the price or prices charged by the licensee for the said products, and for that purpose shall, if requested by the Federal Trade Commission, permit such person or persons as shall be authorized in that behalf by the Federal Trade Commission at any time or times to enter upon and inspect any factory or place of business of the licensee in which the use of the said inventions or the

manufacture of the said products shall be carried on, and all books, papers, and documents of such licensee relating to such use, manufacture and sale.

If any payment under this license shall not be made within one month after the same shall have become due under the provisions herein contained (whether demand therefor shall have been made or not), or if the licensee shall, or shall attempt to assign or part with the benefit of or grant any sublicense under this license, except as hereinbefore stated, or shall make default in the performance or observance of any obligation on its part herein contained, or shall have violated any of the conditions of this license or any of the provisions of the statute under which it is granted, and if, after 10 days' notice in writing, shall have failed to comply with the aforesaid, then the Federal Trade Commission may, by notice in writing, and after a hearing, cancel and terminate this license as from the date of such notice, but without prejudice to and so as not in any manner to affect any liability hereunder on the part of the licensee which may then be subsisting or have accrued.

If, in the opinion of the Federal Trade Commission, the licensee has failed to use this license so as to satisfy the reasonable requirement of the public with regard to the subject matter thereof; or

If, in the opinion of the Federal Trade Commission the licensee has failed to supply to the public the products made under this license at reasonable prices; or

If, in the opinion of the Federal Trade Commission the licensee has charged unreasonable or excessive prices for products made under this license; or

If, in the opinion of the Federal Trade Commission the products made under this license are of unsatisfactory quality (and the licensee shall furnish to the Federal Trade Commission in the manner pre-

scribed by it and when and as often as required, samples and specimens for inspection, analysis and test); or

Circumstances have arisen, which, in the opinion of the Federal Trade Commission make it advisable that this license be canceled in whole or in part: Then

The Federal Trade Commission may, in its absolute discretion, terminate and cancel this license in whole or in part, and, if canceled and terminated, the same shall be without prejudice to and so as not in any manner to affect any liability hereunder on the part of the licensee which may then be subsisting or have accrued.

Any sums which may at any time be payable by the licensee under the provisions of this license shall be a debt due from the licensee to the people of the United States, and shall be recovered in an appropriate action in the name of the people of the United States against the licensee.

Dated, August 15, 1918.

FEDERAL TRADE COMMISSION,
By
(Sgd.) L. L. BRACKEN,
Secretary.

Attest:
(Sgd.) ROBERT M. SEE,
Counsel in Charge.

Accepted and agreed to.

E. C. KLIPSTEIN & SONS COMPANY,
Licensee.
By
(Sgd.) E. H. KLIPSTEIN,
Treasurer,
(Sgd.) W. A. KLIPSTEIN,
Secy.

PLAINTIFF'S EXHIBIT No. 251.

(License No. 39.)

This Exhibit is a license issued by the Federal Trade Commission to Merck & Co., dated Sept. 25, 1918, and designated as License No. 39. It licenses the licensee, to make, use and vend within the United States the invention described in United States Letters Patent No. 943,578 for the term of the patent unless sooner terminated. It provides for the payment by the licensee to the Alien Property Custodian of a royalty of five per cent (5%) of the gross sums received by the licensee from the sale of the product so licensed to be made. There is no cancellation nor Revision of Royalty rider attached, otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 252.

(License No. 42.)

This Exhibit is a license issued by the Federal Trade Commission to the Draeger Oxygen Apparatus Company, dated December 16, 1918, and designated as License No. 42. It licenses the licensee to make, use and vend within the United States the inventions described in United States Letters Patent, Nos. 1,049,346, 1,044,031 and 1,136,517, for the term of said patents unless sooner terminated. It provides for the payment by the licensee to the Alien Property Custodian on January 1, 1919, as royalty, a sum equal to five per cent (5%) of the gross amounts received by the licensee during the period between October 12, 1917 and December 16, 1918, from the sale of appar-

atus such as is described in said Letters Patent and in addition to the amount to be paid January 1, 1919, for the payment thereafter of a royalty of five per cent (5%) of the gross amounts received from such sale during the respective periods stated. There is no cancellation nor Revision of Royalty riders attached, otherwise the terms and conditions of the license are substantially like those set forth under Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 253.

(License No. 43.)

This Exhibit is a license issued by the Federal Trade Commission to The Draeger Oxygen Apparatus Company, dated December 16, 1918, and designated as License No. 43. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 1,214,941, for the term of said patent unless sooner terminated. It provides for the payment by the licensee to the Alien Property Custodian on January 1, 1919, as royalty, a sum equal to five per cent (5%) of the gross amounts received by the licensee during the period between October 12, 1917, and December 16, 1918, from the sale of apparatus such as is described in the said Letters Patent and in addition to the amount to be paid January 1, 1919, for the payment thereafter of a royalty of five per cent (5%) of the gross amounts received from such sales during the respective periods stated. There is no cancellation nor Revision of Royalty rider attached. Otherwise the terms and conditions of the license are substantially like those set forth under Plaintiff's Exhibit 216.

PLAINTIFF'S EXHIBIT No. 254.

(License No. 44.)

This Exhibit is a license issued by the Federal Trade Commission to The Draeger Oxygen Apparatus Company, dated December 16, 1918, and designated as License No. 44. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent, 1,085,674, for the term of such patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian on January 1, 1919, as royalty, a sum equal to five per cent of the gross amounts received by the licensee during the period between October 12, 1917, and December 16, 1918, from the sale of apparatus such as is described in said Letters Patent and in addition to the amount to be paid January 1, 1919, for the payment thereafter of a royalty of five per cent (5%) of the gross amounts received from such sales during the respective periods stated. There is no cancellation nor Revision of Royalty riders attached, otherwise the terms and conditions of the license are substantially like those set forth under Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 255.

(License No. 46.)

This Exhibit is a license issued by the Federal Trade Commission to The Draeger Oxygen Apparatus Company, dated December 16, 1918, and designated as license No. 46. It licenses the licensee to make, use and vend within the United States the inventions

described in United States Letters Patents Nos. 1,005,816 and 1,033,681, for the terms of the patents unless sooner terminated. It provides for the payment by the licensee to the Alien Property Custodian on January 1, 1919, as royalty, a sum equal to five per cent (5%) of the gross amounts received by the licensee during the period between October 12, 1917 and December 16, 1918, from the sale of apparatus such as is described in said Letters Patent and in addition to the amount to be paid January 1, 1919, for the payment thereafter of a royalty of five per cent (5%) of the gross amounts received from such sales during the respective periods stated. There is no cancellation nor Revision of Royalty rider attached. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 256.

(License No. 47.)

This Exhibit is a license issued by the Federal Trade Commission to Reinschild Chemical Company, dated December 31, 1918, and designated as License No. 47. It licenses the licensee to make, use and vend within the United States the inventions described in United States Letters Patent No. 896,807, and No. 943,163, for the term of said patents unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian on February 1, 1919, as royalty, a sum equal to five per cent (5%) of the gross amounts received by the licensee during the period between August 15, 1918, and December 31, 1918, from the sale of the product described in said Letters Patent and in addition to the amount to be paid Feb-

ruary 1, 1919, for the payment thereafter of a royalty of five per cent (5%) of the gross amounts received from such sales during the respective periods stated. There is no cancellation nor Revision of Royalty rider attached, otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 257.

(License No. 48.)

This Exhibit is a license issued by the Federal Trade Commission to Arma Engineering Company, dated January 15, 1919, and designated as License No. 48. It licenses the licensee to make, use and vend within the United States the inventions described in United States Letters Patent Nos. 794,654—841,612—877,034— 973,611— 1,019,582— 1,092,816— 1,141,099— 1,173,241— 1,186,339— 1,186,686— 1,228,061 and 1,231,-933, respectively, for the term of each patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent of the gross sums received by the licensee from the sale of the apparatus described in the patents. There is no cancellation nor Revision of Royalty rider attached. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 258.

(License No. 50.)

This Exhibit is a license issued by the Federal Trade Commission to The Ault & Wiborg Company,

dated February 19, 1919, and designated as License No. 50. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 741,029, for the term of the patent unless sooner terminated. It provides for the payment to the Alien Property Custodian by the licensee of a royalty of five per cent (5%) of the gross receipts derived from the sale of the product included in the license. Attached is a rider entitled "Revision of Royalty" dated November 26, 1919, wherein the license is amended so that the royalty to be paid from and after June 1, 1919, shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the licensed products. There is attached a rider entitled "Assignment of License" dated September 20, 1920, which recites that the assignment and transfer on July 1, 1920, to the Cincinnati Chemical Works, Inc., by the licensee of this license, is approved as of July 1, 1920. There is no cancellation rider attached, otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 259.

(License No. 51.)

This Exhibit is a license issued by the Federal Trade Commission to Central Dyestuff & Chemical Company, dated February 19, 1919, and designated as License No. 51. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 733,280, for the term of the patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent

(5%) of the gross receipts derived from the sale of the product included in the license. Attached is a rider entitled "Revision of Royalty" dated November 26, 1919, wherein the license is amended so that the royalty from and after June 1, 1919, shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the licensed product. There is no cancellation rider attached. Otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 260.

(License No. 52.)

This Exhibit is a license issued by the Federal Trade Commission to Ultro Chemical Corporation, dated March 4, 1919, and designated as License No. 52. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent 757,109, for the term of the patent unless sooner terminated. It provides for the payment by the licensee to the Alien Property Custodian of a royalty of five per cent (5%) of the gross receipts derived from the sale of the product included in the license. Attached is a rider entitled "Revision of Royalty," dated November 26, 1919, wherein the license is amended so that from and after June 1, 1919, the royalty shall be at the rate of two per cent of the gross amounts received by the licensee from the sale of the licensed product. There is no cancellation rider attached. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 261.

(License No. 53.)

This Exhibit is a license issued by the Federal Trade Commission to Consolidated Color & Chemical Co., dated March 4, 1919, and designated as License No. 53. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 867,305, for the term of the patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent (5%) of the gross amounts received from the sale of the product covered by the license. Attached is a rider entitled "Revision of Royalty" dated November 26, 1919, wherein the license is amended so that from and after June 1, 1919, the royalty shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the licensed product. There is no cancellation rider attached. Otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 262.

(License No. 54.)

This is a license issued by the Federal Trade Commission to Consolidated Color and Chemical Co., dated March 4, 1919, and designated as License No. 54. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 1,025,174, for the term of the patent unless sooner terminated. It provides for the payment by the licensee to the Alien Property

Custodian of a royalty of five per cent (5%) of the gross amounts received from the sale of the product covered by the license. Attached is a rider entitled "Revision of Royalty," dated November 26, 1919, wherein the license is amended so that from and after June 1, 1919, the royalty shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the licensed product. There is no cancellation rider attached. Otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 263.
(License No. 55.)

This Exhibit is a license issued by the Federal Trade Commission to Consolidated Color & Chemical Co., dated March 4, 1919, and designated as License No. 55. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 916,029, for the term of the patent unless sooner terminated. It provides for the payment by the licensee to the Alien Property Custodian of a royalty of five per cent (5%) of the gross amounts received from the sale of the product covered by the license. Attached is a rider entitled "Revision of Royalty," dated November 26, 1919, wherein the license is amended so that from and after June 1, 1919, the royalty shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the licensed product. There is no cancellation rider attached, otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 264.

(License No. 56.)

This Exhibit is a license issued by the Federal Trade Commission to the Consolidated Color & Chemical Co., dated March 4, 1919, and designated as License No. 56. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 892,897, for the term of the patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent (5%) of the gross amounts received from the sale of the product covered by the license. Attached is a rider entitled "Revision of Royalty," dated November 26, 1919, amending the license so that from and after June 1, 1919, the royalty shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the licensed product. There is no cancellation rider attached. Otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 265.

(License No. 57.)

This Exhibit is a license issued by the Federal Trade Commission to Consolidated Color & Chemical Co., dated March 4, 1919, and designated as License No. 57. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 968,697, for the term of the patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Cus-

todian a royalty of five per cent of the gross amounts received from the sale of the product covered by the license. Attached is a rider entitled "Revision of Royalty" dated November 26, 1919, amending the license so that from and after June 1, 1919, the royalty payable shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the licensed product. There is no cancellation rider attached, otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 266.
(License No. 58.)

This Exhibit is a license issued by the Federal Trade Commission to Consolidated Color & Chemical Company, dated March 4, 1919, and designated as License No. 58. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 1,025,138, for the term of the patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent (5%) of the gross amounts received from the sale of the product covered by the license. Attached is a rider entitled "Revision of Royalty" dated November 26, 1919, wherein the license is amended so that from and after June 1, 1919, the royalty to be paid thereunder shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the licensed product. There is no cancellation rider attached. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 267.

(License No. 59.)

This Exhibit is a license issued by the Federal Trade Commission to Consolidated Color & Chemical Company, dated March 4, 1919, and designated as License No. 59. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 999,439, for the term of the patent unless sooner terminated. It provides for the payment by the licensee to the Alien Property Custodian of a royalty of five per cent. (5%) of the gross amounts received from the sale of the licensed product. Attached is a rider entitled "Revision of Royalty" dated November 26, 1919, amending the license so that from and after June 1, 1919, the royalty payable thereunder shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the licensed product. There is no cancellation rider attached. Otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 268.

[License Nos. 60, 60 (a), 60 (b) and 60 (c).]

This Exhibit is a group of four licenses issued by the Federal Trade Commission to Division of Laboratories and Research of the New York State Department of Health, all of which are dated March 12, 1919, and designated as License Nos. 60, 60 (a), 60 (b) and 60 (c) respectively. They respectively license the licensee to make, use and vend, within the State of New York, but not elsewhere, the inventions and

processes described in United States Letters Patents 1,116,398; No. 986,148; No. 1,081,592; and No. 1,081,897, for the term of the patents unless sooner terminated. The licenses respectively provide that the aggregate royalty to be paid by the licensee under such four licenses to the Alien Property Custodian shall be one cent (1¢) per ampule of 0.6 grams content for each ampule used or sold by the licensee. Attached to license No. 60 is a copy of the rules and standards of the United States Public Health Service. The provisions and conditions of License No. 60 are by reference made a part of the other three licenses. There is no cancellation nor Revision of Royalty rider attached, otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 269.
(License No. 61.)

This is a license issued by the Federal Trade Commission to Semet-Solvay Company, dated March 4, 1919, and designated as License No. 61. It licenses the licensee to make, use and vend within the United States the inventions described in certain United States Letters Patent owned or controlled by enemies or allies of enemies and to carry on the processes and inventions of certain United States Letters Patent owned or controlled by enemies or allies of enemies relating to the production of Ammonia for the terms of each of the respective Patents unless sooner terminated; said licensed Patents being included in a schedule attached which enumerates the following:

No. 971,501; No. 1,006,206; No. 1,053,951; No. 1,053,952;

No. 1,068,966; No. 1,068,967; No. 1,068,968; No. 1,068,969;
No. 1,075,085; No. 1,077,034; No. 1,083,585; No. 1,089,185;
No. 1,094,194; No. 1,118,628; No. 1,128,843; No. 1,148,570;
No. 1,149,510; No. 1,152,930; No. 1,158,167; No. 1,173,532;
No. 1,175,693; No. 1,202,995; No. 1,225,755; No. 1,243,382;
No. 1,244,580.

It provides for the payment by the licensee to the Alien Property Custodian of a royalty of five per cent (5%) of the gross amounts received by the licensee from the sale of products manufactured according to the processes of the patents involved. Attached is a rider entitled "Revision of Royalty" dated November 26, 1919, wherein the license is amended so that from and after June 1, 1919, the royalty to be paid shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of products manufactured according to the processes of the patents involved. There is no cancellation rider attached. Otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 270.

[Licenses No. 62, 62 (a), 62 (b) and 62 (c).]

This Exhibit is a group of four licenses issued by the Federal Trade Commission to Massachusetts State Department of Health, all of which are dated March

21, 1919, and designated as Licenses Nos. 62, 62(a), 62(b) and 62(c), respectively. They respectively license the licensee to make, use and vend within the State of Massachusetts, but not elsewhere, except to vend and distribute at actual cost to the Boards or Departments of Health of Maine, New Hampshire, Vermont, Rhode Island and Connecticut such amounts of the invention as may be required by these Boards or Departments of Health for use in the institutions of their respective states and the official clinics which have been established for the treatment of syphilis in accordance with the cooperative plan for venereal disease control entered into by the United States Public Health Service and the various State Boards or Departments of Health under the terms of the Act of Congress approved July 9, 1918, Chap. 15, "An Act making appropriations for the support of the Army for the Fiscal year ending June 30, 1919," the inventions and processes described in United States Letters Patent No. 1,116,398; No. 986,148; No. 1,081,592 and No. 1,081,897, for the terms of the respective patents unless sooner terminated. They provide respectively for the payment by the licensee to the Alien Property Custodian of an aggregate royalty under said four licenses of one cent (1¢) per ampule of 0.6 grams content for each ampule used or sold by the licensee. Attached to License No. 62 is a copy of the rules and standards of the United States Public Health Service. The provisions and conditions of License No. 62 are by reference made a part of the other three licenses. There is no Cancellation nor Revision of Royalty rider attached. Otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 271.

(License No. 63.)

This Exhibit is a license issued by the Federal Trade Commission to Horatio Nelson Fraser, dated March 4, 1919, and designated as License No. 63. It licenses the licensee to make, use and vend within the United States the invention described in United States Letters Patent No. 994,437, for the term of the patent unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent (5%) of the gross amounts received from the sale of the product manufactured according to the process of the patent. Attached is a rider entitled "Revision of Royalty" dated November 26, 1919, amending the license so that from and after June 1, 1919, the royalty to be paid shall be at the rate of two per cent (2%) of the gross amounts received by the licensee from the sale of the product manufactured according to the process of the patent. There is attached a rider entitled "Assignment of License," dated May 31, 1921, which recites that the assignment and transfer to the Chemical Refining Syndicate of this license is authorized and approved, subject to the terms of the license as of May 31, 1921. There is no cancellation rider attached. Otherwise the terms and conditions of this license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 272.

(License No. 65.)

This Exhibit is a license issued by the Federal Trade Commission to Green & Bauer, Inc., dated

March 17, 1919, and designated as License No. 65. It licenses the licensee to make, use and vend within the United States the inventions described in United States Letters Patent No. 1,122,011 and No. 1,218,423, for the term of the patents unless sooner terminated. It provides that the licensee shall pay to the Alien Property Custodian a royalty of five per cent of the gross amounts received from the sale of the devices manufactured according to the descriptions and claims of the patents involved. Attached is a cancellation rider, dated September 20, 1920. There is no Revision of Royalty rider attached. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 273.

(License No. 66.)

This is a license issued by the Federal Trade Commission to The Sperry Gyroscope Company, dated March 4, 1919, and designated as License No. 66. It licenses the licensee to make, use and vend within the United States the inventions described in certain United States Letters Patent owned or controlled by enemies or allies of enemies, relating to the manufacture of gyroscopic compasses, for the term of each patent unless sooner terminated; said licensed patents being enumerated in a Schedule annexed, which are as follows: No. 841,612; No. 877,034; No. 1,019,582; No. 1,180,365; No. 1,180,815; No. 1,186,339; No. 1,186,686; No. 1,231,933 and No. 1,228,061. It provides for the payment by the licensee to the Alien Property Custodian of a royalty of five per cent (5%) of the gross

amounts received from the sale of apparatus covered by the patents. There is no cancellation nor Revision of Royalty riders attached. Otherwise the terms and conditions of the license are substantially like those set forth in Plaintiff's Exhibit No. 216.

PLAINTIFF'S EXHIBIT No. 274.

(Copyright License No. 5.)

UNITED STATES OF AMERICA,
FEDERAL TRADE COMMISSION
License Issued to
THE JOHN CRERAR LIBRARY.

Under Copyright
Number 4914 Class A, XXc.
To Otto Spamer.
Dated December 28, 1911.
For Book Entitled: "Die Schwefelfarbstoffe ihre Herstellung und Verwendung. Mit Figuren. Chemische Technologie, Spezieller Teil."

Date of License, March 30, 1918.

UNITED STATES OF AMERICA,
FEDERAL TRADE COMMISSION
License to The John Crerar Library
of
Chicago, Illinois
under

Copyright No. 4914 Class A, XXc.
Dated December 28, 1911.
To Otto Spamer, Leipzig, Germany.
For "Die Schwefelfarbestoffe ihre Herstellung und Verwendung. Mit Figuren. Chemische Technologie, Spezieller Teil." Dr. Otto Lange, of Germany.

The Federal Trade Commission under the authority of and in conformity with the Trading with the Enemy Act, and of the Executive Order of October 12, 1917, hereby licenses The John Crerar Library, a corporation of the State of Illinois (not for pecuniary profit), of Chicago, Ill., to exercise within the United States all the rights created by the copyright laws of the United States of America, being the Act of March 4, 1909, as amended, with respect to the subject matter of copyright to Otto Spamer, of Leipzig, Germany, No. 4914 Class A, XXc, for the book entitled: "Die Schwefelfarbstoffe ihre Herstellung und Verwendung. Mit Figuren. Chemische Technologie, Spezieller Teil," for the period of the said copyright unless sooner terminated.

The licensee during the continuance of this license shall pay to the Alien Property Custodian semi-annually within thirty days after the 1st day of May and the 1st day of November in each year, respectively, a royalty of one per cent. of the gross sums received by the licensee from the sale of the copyrighted work so licensed.

The licensee shall, during the continuance of this license, keep proper accounts and books containing full particulars of:

(a) All copies of said copyrighted work made and sold under this license, and of the prices charged and amounts received therefor;

(b) All items of cost incurred in the manufacture, copying, publication, use and sale of said copyrighted work;

(c) All other matters and things, which, in the opinion of the Federal Trade Commission may be material for the purpose of showing the amounts from time to time payable by the licensee concerning such

royalty and what is a fair and reasonable price to the public for such copyrighted work.

The licensee shall, within ten (10) days after each of the semi-annual days aforesaid, deliver a sworn statement to the Federal Trade Commission in writing showing the aforesaid particulars.

The licensee shall, during the continuance of this license, give all such information as the Federal Trade Commission may consider to be material for the purpose of ascertaining the amount of royalty payable by the licensee under this license, the cost of producing and the price or prices charged by the licensee for the said copyrighted work, and for that purpose shall, if requested by the Federal Trade Commission,

If in the opinion of the Federal Trade Commission, the licensee has failed to supply to the public the copyright work at reasonable prices; or

If, in the opinion of the Federal Trade Commission the licensee has charged unreasonable or excessive prices for said copyright work; or

Circumstances have arisen, which, in the opinion of the Federal Trade Commission make it advisable that this license be canceled in whole or in part; Then

The Federal Trade Commission may, in its absolute discretion, terminate and cancel this license in whole or in part, and if terminated and canceled, the same shall be without prejudice to and so as not in any manner to affect any liability hereunder on the part of the licensee which may then be subsisting or have accrued.

Any sums which may at any time be payable by the licensee under the provisions of this license shall be a debt due from the licensee to the people of the United States and shall be recovered in any appropri

ate action in the name of the people of the United States against the licensee.

Dated March 30, 1918.

FEDERAL TRADE COMMISSION,
By (Sgd.) L. L. BRACKEN,
Secretary.

Attest:
(Sgd.) C. H. McDONALD,
Counsel in Charge. B.

Accepted and agreed to:

THE JOHN CRERAR LIBRARY, CHICAGO, ILL.
By (Sgd.) C. W. ANDREWS, *Treas.*,
Licensee.

PLAINTIFF'S EXHIBIT No. 275.

(Trade-mark License No. 3.)

License No. 3. (Trade-Mark.)

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
LICENSE ISSUED TO
The Draeger Oxygen Apparatus Company.
Number 94,620.

Under Trade-Mark: To Drägerwerk, Heinr. & Bernh. Dräger, of Lübeck, Germany.
Dated December 23, 1913.
For "PULMOTOR" for Mechanical Respiratory Apparatus and Devices for Administering Oxygen.

Date of License: December 16, 1918.

License No. 3. (Trade-Mark.)

UNITED STATES OF AMERICA,
FEDERAL TRADE COMMISSION.

License to The Draeger Oxygen Apparatus Company,
A Corporation of New York,
under

Trade-Mark	94,620.
Dated	December 23, 1913.
To	Drägerwerk, Heinr. & Bernh. Dräger, of Lübeck, Germany.
For	"PULMOTOR" for Mechanical Respiratory Apparatus and Devices for Administering Oxygen.

The Federal Trade Commission, under the authority of and in conformity with the Trading with the Enemy Act and of the Executive Order of October 12, 1917, hereby licenses The Draeger Oxygen Apparatus Company, a corporation organized under the laws of the State of New York, and having its principal place of business at Wilkinsburg, Pennsylvania, to use the trade-mark shown in United States Registration to Drägerwerk, Heinr. & Bernh. Dräger, No. 94,620, dated December 23, 1913 (copy annexed hereto), until the further order of the Federal Trade Commission.

The license under the aforesaid trade-mark is subject to the following conditions:

(1) That the said trade-mark shall be used solely upon and in connection with apparatus made and sold under the licenses issued by the Federal Trade Commission to the said The Draeger Oxygen Apparatus Company, concurrently herewith, authorizing manufacture, use and sale of the inventions covered by United States Letters Patents Nos. 1,049,346; 1,044,031; 1,136,517; 1,214,941; 1,085,674; 1,005,816, and 1,033,681.

(2) That the said trade-mark be so used only when there is a clear and unmistakable notice in connection therewith that the article in association with which it is used is the product of the licensee.

The royalty to be paid by the licensee under this license shall be One Hundred Dollars ($100.00) per year payable in instalments of Fifty Dollars ($50.00) each on the first day of January and July of each year that the licensee uses said trade-mark, the first payment hereunder to be made July first, 1919.

If any payment under this license shall not be made within one month after the same shall have become due under the provisions herein contained (whether demand therefor shall have been made or not), or if the licensee shall or shall attempt to assign or part with the benefit of or grant any sub-license under this license, or shall make default in the performance or observance of any obligation on its part herein contained, or shall have violated any of the conditions of this license or any of the provisions of the statute under which it is granted, and if, after ten (10) days' notice in writing, shall have failed to comply with the aforesaid, then the Federal Trade Commission may, by notice in writing, and after a hearing, cancel and terminate this license as from the date of such notice, but without prejudice to and so as not in any manner to affect any liability hereunder on the part of the licensee which may then be subsisting or have accrued.

If, in the opinion of the Federal Trade Commission, the licensee has failed to use this license so as to satisfy the reasonable requirements of the public with regard to the subject-matter thereof; or

If, in the opinion of the Federal Trade Commission, the licensee has failed to supply to the public the articles made under this license at reasonable prices; or

If, in the opinion of the Federal Trade Commission, the licensee has charged unreasonable or excessive prices for articles made under this license; or

Circumstances have arisen, which, in the opinion of the Federal Trade Commission, make it advisable that this license be canceled in whole or in part: Then

The Federal Trade Commission may, in its absolute discretion, terminate and cancel this license in whole or in part and, if canceled and terminated, the same shall be without prejudice to and so as not in any manner to affect any liability hereunder on the part of the licensee which may then be subsisting or have accrued.

Any sums which may at any time be payable by the licensee under the provisions of this license shall be a debt due from the licensee to the people of the United States, and shall be recovered in an appropriate action in the name of the people of the United States against the licensee.

Dated: Dec. 16, 1918.

FEDERAL TRADE COMMISSION,
(Sgd.) J. P. YODER,
Secretary.

Attest:

.....
Counsel in Charge.

Accepted and Agreed to:

DRAEGER OXYGEN APPARATUS CO.,
(Sgd.) F. F. MORRIS,
President.
Licensee.

UNITED STATES PATENT OFFICE.

Drägerwerk, Heinr. & Bernh. Dräger, of Lübeck, Germany.

Trade-Mark for Mechanical Respiratory Apparatus and Devices for Administering Oxygen.

94,620. Registered Dec. 23, 1913.

Application filed May 22, 1912. Serial No. 63,710.

STATEMENT.

To all whom it may concern:

Be it known that Drägerwerk, Heinr. & Bernh. Dräger, a firm created by authority of the German commercial law, located in the city of Lübeck, German Empire, and doing business at 53 Moislinger Allee, in Lübeck, and composed of the following members, Johann Heinrich Dräger and Alexander Bernhard Dräger, both subjects of the German Emperor, have adopted for its use the trade-mark shown in the accompanying drawing, for mechanical respiratory apparatus and devices for administering oxygen, in Class 44, Dental, medical, and surgical appliances.

This trade-mark has been continuously used in our business since February, 1909.

The trade-mark is applied or affixed to the goods or to the receptacles containing same by placing thereon a printed, impressed or embossed label, or metallic sheet on which the mark is shown, or it may be printed or impressed on or applied to boxes, wrappers or any other receptacles or packages containing the goods aforesaid or used as a brand or sealing.

DRÄGERWERK, HEINR. &
BERNH. DRÄGER,
By ALEXANDER BERNHARD DRAGER,
A Member of the Firm.

Witnesses:
FRIEDRICH L. GATH,
JOHN WOLF.

Pulmotor

DECLARATION.

United States consulate at Lübeck, German Empire ss.

Alexander Bernhard Dräger being duly sworn deposes and says that he is a partner of the firm of Drägerwerk, Heinr. & Bernh. Dräger, acting for the applicant named in the foregoing statement; that he believes the foregoing statement is true; that he believes said firm is the owner of the trade-mark sought to be registered; that no other person, firm, corporation, or association, to the best of his knowledge and belief has the right to use said trade-mark either in the identical form or in any such near resemblance thereto as might be calculated to deceive; that said trade-mark has been registered in Germany under No. 121207 dated February 18th 1909/August 31st, 1909, that the drawing presented truly represents the trade-mark sought to be registered and that the specimens show the trade-mark as actually used upon the goods.

ALEXANDER BERNHARD DRÄGER.

Subscribed and sworn to before me at Lübeck, this 4th day of May, 1912.

(L. S.) WOLFGANG GAEDERTZ,
U. S. Consular Agent.

"Dermatological Research Laboratories" 1720-22 1818 Sombard St. Philadelphia Pa IV 1B & 1C

11/25/17 Patent

re: Patent of to Paul Ehrlich - alfred Bertein assignors to Farbwerke vorm. Meister Lucius - Bruning of Germany, for the term of the Patents (1)

1A. Derivats of Organoarsenic Acids and Process of making Same. (1) Dihydrochloride Diaminodihydroxy-arsenobenzene

1B. Medicinal Preparations (1C) Medicinal Preparations

Paul Ehrlich 5% of the Gross Sums received from the sale of "Arsenobenzol" Asphenamine

11/26/17

5/31/21

January & July first

February & August first

Jan. 9 1918	$ 814 61	Feb. 7 1918	
July 9 1918	9815 67	Aug. 5 1918	
Feb. 10, 1919	13,945 59	March 25, 1919	
July 11, 19	11,733 66 cr to A.P.C.	8/31/19	
Febr. 10, 1920	$ 9133 24	March 9, 1920	
do 9, 1920	# 6018 44	August 13, 1920	
Feb 7, 1921	# 6351.57 A.P.C. acct'd	2/15/21	
9/15/21	1/1/21 - 5/31/21	# 2458.45	2/11/21

License Cancelled 5/31/21

#3503.62 Running Shortages on former payts Under this and License #1 d Paid to A.P.C. 8/25/21 See report re files for details total fd under all licenses #87,975.39

PLAINTIFF'S EXHIBIT No. 276. OUC

Dermatological Research Laboratories, 1818 Lombard St., Phila., Pa.
(Licensee) (Address)

License No. 1(d)
No. Patent.
Dated March 4, '18.

Subject re Patent to George Korndörfer and Baptist Reuter, assignor to Farbwerke
Patent No.: vorm. Meister Lucius & Bruning, of Germany for the term of the Patent (13,848)
Par: Derivatives of Diaminodioxyarsenobenzene and Process of Making Same
Owner:
"Neo-arsphenamine"

Royalty: 5% of gross sums received from the sale within the U. S. of

Reports to be filed January & July Payments to be made February & August.

Report received	Amount of Royalty	Royalty paid(Date)
Jan. 11/19	No sales	No sales
July 11/19	$1811.81	8/4/19
Feby 10/1920	$2548.86	March 9, 1920
July 9, 1920	$5135.43	Cheque 13, 1920
Feb 7, 1921	$7184.01	ABE ordered 2/16/21
9/15/21	1/1/21 9/31/21	$7520.40

Report received	Amount of Royalty	Royalty paid(Date
See Licenses 1;1(a);1(b);1(c) for correct figures under Neo audit		

License Cancelled May 31, 1921

Farbwerke Hoechst Co. Clifton, N. J.

Farbwerke vorm. Meister Lucius & Brüning, Hoechst a/M. Germany

New York office - 17 Battery Place

2,202,202 Patent

a Patents to Paul Ehrlich & Alfred Bertheim assignors to Farbwerke vorm Meister Lucius and Brüning, for the terms of the Patents. (1) Dihydrochloride Diamino Dioxyarsenobenzene (2A) Derivation of Oxyarylarsinic Acids and Process of Making Same. (2B) Medicinal preparations. (2C) Medicinal Preparations

only declared after 1921 Act Paid on Basis of Cash Received

License dated 11/26/17.

5% of the Gross sums receipts from the Sale of "Arsamine" (Arsphenamine)

to January & July first		to February & August first		Due	Overpaid
Jan. 10. 1918	$ 39 35	Feb 7 1918			
July 10. 1918	no sales	no sales			
Jan 10, 1919	$673.	March 5, 1919			
July 9. 19	$538.48.	Aug 13 1919			* 3.71
March 2, 1920	$193.94	April 22 1920		* 15.46	
Sept 30 1920	$309.72	11/16/20.		* 19.22	
11/14/20				93.73	
1/27/21	$145.06			128.41	
4/8/21	Dr. Yakamura Landed	due less amt		3.71	
10. 10. Coffum 90 day note covers 10 in and ant due on 25.		Due		* 12 4.70	

Total of net gross Interest * 12 4.70 Interest to date Interest to Date 2,089.54 * 12 14.24

608

PLAINTIFF'S EXHIBIT No. 278.

Takamine Laboratory Inc (License) (Address)

License No. Dated

Subject

Patent No.:

Owner: Takamine Laboratory

Royalty: License 2(a) - (b) (c)

Reports to be filed

Report received	Amount of Royalty	Royalty paid (Date)
1/21 - Thru 6/30/21	" 44.95	
7/9/22	" 12/31/21	" 11.32
7/31/22 (1/1/22 - 7/2/22)	No sales - ceased [illegible] product on hand	

Payments to be made

Report received	Amount of Royalty	Royalty paid (Date
3-1-[illegible]	$ 15 for [illegible]	

Takamine Laboratory, Inc.

120 Broadway, New York City
Clifton, N. J.
New York Office - 92 Beekman St.

Patent

re Patents to J. Komori & B. Rauter, assignors to Takamine Laboratory, Inc. Process of Making Salvarsan

Summary for the Term of the Patent (#13.848)

For: Derivatives of Diaminodioxyarsenobenzene and Process of Making Same

Process dated March 11 1918

5% of gross amount received from the sale within the U.S. of

"Neo-Arsphenamine"

to January & July first

February & August first

July 10. 1918	No Sales	No Sales	due #9.67	
Jan 10, 1919	No Sales			
July 9. 19	#1955.55 — Aug	13 1919	#318.13	
Jan 12, 1920	#1756.68 — Apr	22 1920	(sales to #1731.31)	overpd #25.37
due 6/30/20	#1422.99 9/16 and 11/15/20		#63.41	
1/27/21	#1460.37 —		#1725.70	
		due	#2114.91	
4/3/21	Note (30 days) Landed	Neo overpd	25.37	
	W. W. Buffum to cover A.P.C. accumulated		2089.54	

Note to A.P.C. mgr

#22.14. 24 overpd
#124.70 - license 2% a.s.
2089.54. " 2%
#2214.24

1921 - well supplied with paper but report heavy demand on part of

PLAINTIFF'S EXHIBIT No. 279.

610

PLAINTIFF'S EXHIBIT No. 279.

Takamine Laboratory Inc.
(License) (Address)

License No. Dated

Subject

Patent No.:

Owner: Takamine Laboratories

Royalty: Licensed 2(d)

Reports to be filed

Report received	Amount of Royalty		Royalty paid(Date)
8/1/21 –	Rec'd 4/30/21	#	522.15
1/9/22	" 12/31/21		* 5.20
7/31/22 (1/1/22 – 7/1/22)	2%		sales [illegible]

Payments to be made

Report received	Amount of Royalty	Royalty paid(Date
	8.(1)	
	1.15	
	3.1.15	

Farbwerke Hoechst Company 122 Hudson Street, Newyork City

Patent

a. Patent issued to Paul Ehrlich & A. Bertheim, assignors to Farbwerke vorm. Meister Lucius & Brüning, for the term of the Patent dated 1/26/17

b. Derivation of Oxyarylarsinic Acids and Process of making Same.

5% of Gross sums receipts from sale of "Salvarsan" (Arsphenamine)

to January & July first		February & August first
Jan. 8. 1918	$ 265 00	Jan 23 1918
July 8. 1918	5938 73	Aug. 23 1918

#6203.23 total

Cancelled July 1. 1918
(see license # 34)

PLAINTIFF'S EXHIBIT No. 280.

Farbwerke Hoechst Co. 111 Hudson St Newyork City 3 A
Patent

re: Patent to G Romdörfer & B Reuter, Germany. assignors to Farbwerke vorm
Meister Lucius & Brüning, Germany. for term of patent.
For - Thionation of Diamino dioxyarsenobenzene & Process of Making same. "Neo-arsphenamine"
Dated: March 4. 1918
5% of the gross sums received from Sale (within U.S.) of neo arsphenamine)

to January & July first	February & August 1"
July 5. 1918 Neo Sales	Neo Sales

Cancelled July 1. 1918
(see license # 3A A)

612

PLAINTIFF'S EXHIBIT No. 281.

Farbwerke Hoechst Company 122 Hudson Street, N.Y. City Patent

re: Patent of Alfred Einhorn, assignor to Farbwerke vormals Meister Lucius and Brüning of Germany for the term of the patent
For - ester of Para-aminobenzoic Acid

5% of Gross Sums received from the sale of "Novocaine" (Procaine)

Dated Dec 7. 1917 to January & July first February & August first

Jan. 8. 1918	$224.05	Jan. 23 1918
Jan 17. 1918	50.00	Jan. 23 1918
July 5. 1918	3538.83	Aug. 23 1918

Cancelled July 1. 1918
(see License # 35)

PLAINTIFF'S EXHIBIT No. 282.

613

5

Reetor Chemical Company 2 Reetor St. New York City

812,854 dated Feb. 13, 1906. Patent

re Patent to Alfred Einhorn, assignor to Farbwerke vormals Meister Lucius and Bruning, Germany, for the term of the patent for Novocaine Esters of Para-Amido Benzoic Acid

A 8,355

dated Dec. 17/17 5% of the gross sums received from Sales of "Procaine"

to January & July first

February & August first

Jan. 8. 1918	No Sales	No Sales
July 6. 1918		$663.26 Aug 17 1918
Jan 9, 1919		441.77 Feb 25. 1919
July 9, 19		1226.02 Aug. 7 1919
Jan. 8/20.		1166.52 April 22 1920.
July 9, 1920		$878.51 August 5, 1920
1/8/21		$8.50 Jan 7, 1921
7/8/21	No entry since 4/3/21	
1/8/22	No entry since 12/3/21	

6/28/22 a P.C. issued re Royalty due from 1/1/22 to 5/19/22 should be when license cancelled

$12.31 - ck. for $1.54 covering underpaymt handed A.P.C. 5/12/21

License Cancelled May 19 1922

Pacific Flush Tank Company 4741-3 Ravenswood Ave. Chicago. 240

Patent

for Patents to Karl Imhoff of Germany - for term of Patents.
for process and methods of treating Sewage Awarded Aug. 23, 1921

See files for numbers

Licenses dated: Dec 17 1917

5% of value of use - see my Schedule showing values of use, according to population of municipalities.

to February & August first — March & Sept first

Aug. 14 1918	$ 3192 00	Sept. 30, 1918.	9/19/21 (8-1-21 - 8/24/21)	$91.00 - A.P.C. & actual 9/28/21
Feb. 3, 1919	$622 80	Mch. 5, 1919		
Aug. 14, 1919	82 60	Aug. 30, 1919		
Feb. 1, 1920	$182 00	Feb. 20, 1920	Licenses Cancelled & Terminated	
Aug. 2, 1920	$480 20	Aug. 13, 1920	August - 23, 1921.	
Feb. 1, 1921	$2746.10	Added by A.P.C. 3/25/21		
	$11305.70	- ok Felt and ex 4/30/21		
8/3/21 (Effective 7/31/21)	$1557.50	Aug. 11, 1921		

PLAINTIFF'S EXHIBIT No. 284

CIC

Diarsenol Company-Inc. 475 Elliot Square, Buffalo, New York 8-8A-8B-8C Patents

re: patents to P. Ehrlich & A. Bertheim, assignors to Farbwerke vorm Meister Lucius and Brüning-Germany, for term of Patents. 8-Product introduced as Salvarsan or 606 and now designated "Arsphenamine". 8A. An ingredient & a process of making such ingredient. 8B-A method of conserving & packing the finished product by sealing in ampules. 8C. Procedure & method of Administration

(date - Jan 17 1918)

5% of the Gross Sums received from Sale of Diarsenol

to January & July first — February & August 1st

July 23/18	$ 40770 00	Aug 19 1918	7/26/22 (1/1/22 - 7/2/22) $ 518.46
Jan 6, 1919	7837 95	Feby 8, 1919	
July 7, 1919	24010 08	Augt 4, 1919	
Jany 10, 1920	20076 71	Feb 20, 1920	
July 9, 1920	$1,904.09	August 4, 1920	
Jan 25, 1921	$1,171.38	Feby 2, 1921	
July 21 (1/1/21 - 6/30/21)	$1335.94	Aug 19/21	
Jan 10, 1922 (7/1 - 12/31/21)	$824.87		

RECEIVED STATED BY NO. 72441 DATE. 6/19/23 APPRO. W.T.J. DWRD. W. DEPT. OF JUSTICE

1 —

Diamond Company Inc. 902-04 Ellicott Square
475 Ellicot Square, Buffalo, New York
Toronto Canada 243 College St.

8 II
Patent

re: patents to G Romdorfe & B. Reuter, of Germany, assignors to Farbwerke vorm. Meister Lucius Brüning, Germany for term of Patent.
For: Derivatives of Diaminodioxyarsenobenzene and Process of making Same "neo-arsphenamine"
Date: March 4. 1918

6% of the gross sums received from sale of neo-arsphenamine.

to January - July first			February - August 1
July 23/18	$386 61	Aug 19 1918	pd $ 178.54 — credit of $208.07
Jan 6/19	2162 24	Feby 8. 19.9	
July 9. 19	2554 72	Aug. 4, 1919	
Jan 10, 1920	1339 20	Feb 20, 1920	
July 9, 1920	$1,450 23	August 4, 1920	
Jan 25, 1921	$1045.73.	Feb 2, 1921	
July 11/21	(1/1/21-6/30/21) $762.98 less credit of $208.07 as above = $554.91 due Aug 1921		a.c.e

7/31/21 Increased Res Credit of $208.07 to deduct on next account.

PLAINTIFF'S EXHIBIT No. 286. 617

Dorsend Company, Inc. (License) (Address)

License No. 84 Dated

Subject

Patent No.:

Owner:

Royalty:

Reports to be filed

Report received	Amount of Royalty		Royalty paid(Date)
Dec 10 1922	(7-1-21 - 12/31/21)		$729.90.
1/26/22	(1/1/22-7/2/22)		1063.14

Payments to be made

Report received.	Amount of Royalty		Royalty paid(Date

618 PLAINTIFF'S EXHIBIT No. 286.

Abbott Laboratories 1739-57 Paramount Ave. Chicago. Ills Patent 9

812554 dated February 13, 1906.

re patent of Farbwerke vorm. Meister Lucius and Brüning, Germany, for term of patent.

For. Alkamin Esters of Para-aminobenzoic Acid.

Date of license: Jan. 10. 1918

5% of gross amount received from sales Procaine

to January - July first

February - August 1.

July 19, 1918	120 sales		120 sales		due	unpaid
Jan 20, 1919	123600		3/2/19 acct	Pay PC	1279.91	43.91
Sept 16, 1919	506 46	A.P.C.	akm	1/31/20	644.56	138.10
Feby 9, 1920	~~2 22 85~~	"	-	2/20/20		
2/27/20 Balance Report	#308 99	A.P.C.	acct	3/4/20	492.84	183.85
	#404 27	A.P.C.	acct	8/31/20	595.17	190.90
July 20, 1920						
Feb 11, 1921	#409.79	A.P.C.	acct	2/17/21	479.27	69.48
	2865.51				3491.75	626.24 unpd

Ord

PLAINTIFF'S EXHIBIT No. 287.

619

License 9

Abbott Laboratories (License) 4753 Ravenswood Ave. Chicago, Ill (Address)

Pat. Patent Dated 1/10/18

Subject Re Patent 812,554 dated February 13, 1906 to Farbwerke vorm. Meister Lucius and Bruning, Germany for term of the patent.

Patent No.:

For- Alkamin Esters of Para-Aminobenzoic Acid.

Owner:

Royalty: 5% of gross sums received from sales (Procaine)

Royalty:

Reports to be filed Jan. & July first

Payments to be made Feb. & Aug.

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date
On audit	1/10/18-6/30/18	No sales	Total accrued to 6/30/21		$ 3946 52
(our method)	7/ 1/18-12/31/18	$1279.91	Paid P C to 6/30/21		3160 50
	1/ 1/19- 6/30/19	644.56	7/1/21 Due and unpaid		$ 786.02
	7/ 1/19-12/31/19	492.84	Suit no report rendered covering		
	1/ 1/20- 6/30/20	595.17	7/1/2 to 11/23/21 when per recorder tendered		
	7/ 1/20-12/31/20	479.27	Dec. Pilg 3 1 31 Ch Fin		details
	1/1/21- 6/30/21	454.77	7/1/21 11/23/21	$ 268 57	

their method / per Custodian 4/2/21

1/1/21 - 4/30/21 — their method $294.99 — our method $454.77 — Excess due by our method $159.78

7/1/21 - 11/23/21 — their method 135.18 — our method 268.59 — Excess due by our method $133.41

11/24/21 - 6/30/22 — their method $264.89 — our method 529.78 — Excess due by our acct. $264.39

Total excess due by our acct. $557.58

1/1/21 - 6/30/22 — our method total excess $786.02

Plus - amt due by our method prior to 1/1/21 — [redacted] — Excess by our method $1343.60

PLAINTIFF'S EXHIBIT No. 257.

621

- 10 -

Leubele von Bernuth Company Inc. 171 Madison Ave. New York City Jan 17, 1918 Patent

re: patent to Max Renping of Germany Assignor to Hulsberg + Cie (Berlin)

9/23/82

Methods of impregnating wood etc.

(see Schedule) for firms licensed to use process thro' Leubele von Bernuth Co. Inc.

709,799 (Reissue 12,707) and 1,008,864

Expired Sep 23, 1919 5% of five cents per cubic foot of wood treated or (.0025) cents per cubic foot of wood treated (only those Companies appd by F.T.C. may use this process thro' L. von B. Co.)

to February August first

March Sept. first

Feb 7 1918	No sales	No Sales
Aug. 27 1918	$7,402 20	Oct 10 1918
Feb 17 1919	10,598 59	
July 31, 1919	10,113 71*	see note opposite
Feb 20, 1920	$17,336 86*	" " "
Aug 13, 1920	No report since July 31, 1920 - see note	
June 30/20	1776.56* collected	
Report on pres. work done per note		

Set letter in file as to payments

Also letter 5/22/20 (tpd in full)

When next accounting due write special letter asking whether Patent No. 1,008,864 has been used- other pt. expired Sep. 23, 1919.

Promissory note #29.177.13 due 9/30/21 given 9.P.A. to cover 3 amts marked with * - see file for details complete payments to date 5/20/21

Note paid 10.6.21 (in full)

Pembroke Va Permanent Co. Inc

(License) (Address)

License No.
Dated

Subject

Patent No.:

Owner:

Royalty:

Reports to be filed

Report received	Amount of Royalty	Royalty paid(Date)
10/10/21- for period (2/1/21-7/31/21)	No sales & no royalty accrued	
2/4/22 return 1/31/22	No sales & no royalty accrued	
10/14/22	No sales and no roy accrued	return 7/2/22

Payments to be made

Report received	Amount of Royalty	Royalty paid(Date

PLAINTIFF'S EXHIBIT No. 288. (2)

12

The Bakelite Chemical Company Bound Brook, New Jersey Patent

dated February 13, 1906.

re: Patent # 811,554 to Alfred Einhorn, Munich, Germany, assignor to Farbenfabriken formerly Heinrich Bruning, of Hochst-on-the-Main, Germany, for Alpha-amin Esters of Para-amin-ab-enzoic Acid (Procaine) - for the term of the Patent

Procaine dated: February 18, 1918

5% of the Gross Dollar received from Sale of Product

$107.49 Total Royalty

March & September 10th

April & October 1st

Licensee

May 19, 1922

Sept. 30, 1918. No sales

Apr. 24, 1919 No Sales

Sept 10, 1919 No Sales

March 8, 1920 no sales since Feby 1920.

~~of this new product~~

No sales

3/9/21 (1/1/20 - 7/28/21) $23.94 due - less credit of $7.09 on former payments $16.85 due
paid 3/24/21

9/8/21 (3/1/21 - 7/31/21) $3.92 A.P.C. sales 8/24/21

3/2/22 (9/1/21 - 2/28/22) $.11 A.P.C. sales 3/7/22

6/23/22- No sales no royalty 3/1/22-5/19/22 when license surrendered.

See corrected report below.

9/25/20 there 2/29/20 $2.30 A.P.C sales.

Sales for $2.30 are credit of $.09 to be deducted from next payment $6.32

French Battery & Carbon Co. Madison Wisconsin

Patent 13

No 1123843 dated Jan 5, 1915

re: patent to Philipp Bunge. Germany for term of patent No. 1,123,843.

For: Depolarizer for Galvanic Cells

Date - Feb. 18. 1918

75 cents per 1000 Cells sold

To April October first	May November first
Oct. 7, 1918. No sales	No sales
3/25/20 No operations under license up to date (can't procure one ingredient)	
7/6/20 No operations under license up to date.	
3/30/21 No operations to date.	
10/19/21 No operations to date	
	4/8/22 No operations to date
	8/4/22 (4/1/22 - 7/2/22) No operations -

PLAINTIFF'S EXHIBIT No. 290.

625

626

PLAINTIFF'S EXHIBIT No. 291.

License 15 ---
No. Patent
Dated 3/23/18

Abbott Laboratories, 4753 Ravenswood Ave. Chicago, Ill
(Licensee) (Address)

ubject Re Patent No. 1,075,171 dated October 7, 1913, to A. Thiele & Wichman, assignors
atent No.: to Chemische Fabrik auf actien (Vorm E. Schering) Germany, for term of patent.

For: Process for the manufacture of 2-Phenylquinolin-4 Carboxylic Acid
~~"Phenylcinchoninic Acid"~~ (ATOPHAN)

wner: Royalty: 5% of the gross sums received.

RECEIVED BY ... DEPT. OF JUSTICE

oyalty:

eports to be filed April & Oct. 1 Payments to be made May & November.

Report eceived	Amount of Royalty	Royalty paid(Date	Report received	Amount of Royalty	Royalty paid(Date
)n audit	4/ 1/18- 9/30/18	$ 22.54	Accrued	to 3/31/21	# 9 064.48
ar method	10/ 1/18- 3/31/19	90.29	Pd a P.C.	to 3/31/21	6 284.16
	4/ 1/19- 9/30/19	458.53	Due and unpaid	3/31/21	# 2780.32
	10/ 1/19- 3/31/20	1060.44	last period	4/1/21 - "/"/21	(when purchases
	4/ 1/20- 9/30/20	3268.56	tendered)	not accounted for.	

Abbott Laboratories 4729 Ravenswood Ave Chicago. Ills. 15 Patent

No. 1,075,171 dated Oct 7, 1913.

re patent to A. Thiele & G. Wichmann, assignors to Chemische Fabrik auf Actien (vorm E. Schering) Germany, for term of Patent.

For: Process for the manufacture of 2-Phenylquinoline-4-Carboxylic Acid "Phenylcinchoninic Acid" Dated: March 23, 1918 (ATOPHAN)

5% of the gross sums received

to April 1 October 1

2/17/19 (due to 9/30/18)	#19 60 acctd by A.P.C.	3/5/19	22.54 -	2.94
Aug 20, 19 thru 3/31/19	#80.05	Sept 5, 19	90.29	10.24
11/20/19 thru 9/30/19	#340.05 A.P.C. acctn.	1/31/20	458.53	118.48
3/14/20	#568.67 " "	5/26/20	1060.44	491.77
11/19/20 (THRU) 9/30/20	#2320.41 " "	2/21/21	3288.56	968.15
			4144.12	4144.12
				5735.70
	#2955.38 Rt A.P.C. for period 10/1/20 - 3/31/21 per letter 5/28/21 A.P.C acknd 5/31/21		pd 5/28/21 →	2955.38
			bal	#2780.32

906.48
6784.16
6790.3 rec'd

due 1 October
due 1 November

PLAINTIFF'S EXHIBIT No. 291.

$2780.32 unpaid (our method calculation
covering period prior to 3/31/21

4/1/21 –	11/23/21	(their method)	$3177.24
"	"	(our ")	4856.34
11/24/21 –	6/30/22	(their method)	$1276.16
"	"	(our ")	3158.67

diff 4/1/21 - 11/23/21 — $1679.10
" 11/24/21 - 6/30/22 — 1882 51
excess due by our method 4/1/21 - 6/30/22 $-3561.61
2780.32
total effect by our method of accounting $6341.93.

E. I. du Pont de Nemours & Co. Wilmington. Delaware Patent

covering fourteen (12) patents of enemies or allies of enemies as:
ANTHRACENE group of dyes, for terms of patents - all assigned to Badische
date: Jan. 21. 1918 Anilin & Soda Fabrik of Germany

6% of Net Profits derived from sale of products -
Revised to 2% of gross amounts Sliding from August 1. 1919.
February & August first March & Sept. first

Aug. 24/18 no Profits to July 31. 1918
Feb. 28/19 " " " January 31. 1919
" " Aug 1. 1919
2/26/20 (to 7/1/20 $1,688.52 - A.P.C. acct 11/22/20
(then 7/31/20) $6,625.85 - A.P.C. acct 9/1/20.
9/1/20 - 8/31/20 1997.51 - acct by A.P.C. 11/28/20 Prog. includes on ck
covers also royalty under License of 19.
License Cancelled 9/1/20 — [redacted] A.P.C. advised 9/17/21

PLAINTIFF'S EXHIBIT No. 292.

929

630

PLAINTIFF'S EXHIBIT No. 293.

E. I. du Pont de Nemours & Co. (Licensee) Wilmington, Delaware. (Address)

License 18a
No. Patent
Dated Jan. 21/18

Subject Patent No. 711,377, dated Oct. 14, 1902, to Max Bazlen, of Ludwigshafen-~~on-the~~ ~~Rhine, Germany~~, ~~assignor to the Badische Anilin & Soda Fabrik, of Ludwigshafen, Germany~~, Patent No. for "Solid Alkaline Hydrosulfites & Process of Making Same", and Patent No. 795,755, dated July 25, 1905, to Max Bazlen, of Ludwigshafen-On-The-Rhine, Germany, ~~Assignor to the Badische Anilin & Soda Fabrik, of Ludwigshafen-On-The-~~ Rhine, Germany, a Corporation of Baden, for "Process of Making Stable Dry Hydrosulfites".

Owner:

Royalty: 2% of gross receipts derived from sale of products included in license.

Reports to be filed February & August Payments to be made March & September

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date
	No Sales Thru	Aug 1 1919			
2/26/20	no sales Thru	Feby 1 1920			
7/24/20	No Sales Thru	July 31, 1920			
	No Sales Thru	8/31/20	License Revoked		9/1/20
	A. C. & Co advised		1/7/21		

E I du Pont de Nemours + Co. Wilmington. Delaware. Patent 19

covering ~~twelve~~ 3 patents re: INDIGO and its DERIVATIVES

for terms of patents
dated. Jan. 21. 1918

5% of net profit derived from sale of product -
Revised to 2% of gross amts. dating from August 1. 1919
to February + August first March + Sept 1

Aug 21/18 No Profits to July 31. 1918
July 28/19 " " " January 31, 1919
" " " Aug 1, 1919
~~2/26/20 no profits to July 1. 1920~~
~~2/27/20 No Sales to August 1, 1920~~
License Cancelled 9/1/20 ~~
A.P.Co. advised 9/17/21

Only yds. used under this
License was #7,183 40 - which
expired January 13 1920.
Only royalty received from
7/26/19 to 1/13/20 - #61.88 4.98
Paid by chs to A.P.C. #5406.8.58
on 9/28/20 + #7816.40 of ck for
#9613.91 yds 10/29/20 - Balance
of #1791.51 Every Royalty License #18

PLAINTIFF'S EXHIBIT No. 294.

631

E.I. du Pont de Nemours & Co. Wilmington Del. Patent 20

re: patent #931598, dated August 17 1909. to Samuel Haas, assignor to Badische Anilin & Soda Fabrik, of Germany, for "Sulphur Dye and Process of Making Same", for term of patent dated Jan 21. 1918

~~6% of net profit derived from sale of product~~
Revised to 2% of gross amounts dating from August 1, 1919
to February & August first March & Sept. 1"

Aug 24/18 No Profits to July 31 1918
Feb 28/19 " " " Jany. 31 1919
" " " Aug 1. 1919
2/26/20 no sales to Feby. 1920
8/25/20 No Sales to August 1, 1920
No sales thru Aug 31. 1920 & License Cancelled Sept 1. 1920

A. P. C advised 1/17/21 [redacted]

632

PLAINTIFF'S EXHIBIT No. 295.

E. I. du Pont de Nemours & Co. Wilmington Delaware Patent 29

covering six (6) patents re: AZO DYES - for terms of Patents
dated Jan 21. 1918.

~~5% of Net Profits derived from Sale of Products~~
Revised to 2% of gross amounts dating from August 1, 1919
to February August first March & Sept. 1st

Aug. 31/18 no net Profits to July 31. 1918
2/28/19 no net profits to January 31. 1919
" " " " Aug 1. 1919.
2/26/20 no sales to ~~Feb~~ 1. 1920
2/25/20 No sales to August 1, 1920.
No sales thru 8/31/20 + License Cancelled 9/1/20

A. P. C. advised 1/7/21

RESTRICTED BY
DEPT. OF JUSTICE

PLAINTIFF'S EXHIBIT No. 296.

1551 Rock Lake Avenue 22

Albert B. Moses 709 Eighth Ave Seattle Washington Patent V

dated May 11, 1915 -

re: Patent # 1139 031 / to Fritz Fiedl, Germany, for term of patent,

for manufacture of Artificial Limb

Dated April 8. 1918

2% of the gross sums received from sale of products produced

to February & August first — March & Sept first

Aug. 20, 1918. No sales No sales
Feb. 24, 1919 " " to January 31 1919
Aug. 14, 1919. " " to July 31, 1919
March 23, 1920 No sales to January 31, 1920
~~Oct 13, 1920 No sales since July 31, 1920~~ $1.10 - A.P.C.o. dated 4/7/22. amended report
Mar 22, 1921 (Sum 1/31/21) No mfg. since date of last report.
1/4/22 (2-1-21 - 1-31-22) No manufacturing in period
of 31/22 No operations from 2/1/22 - 7/2/22.

[redacted]

634

PLAINTIFF'S EXHIBIT No. 297.

F. E. Smidth & Company 60 Church St. City

License No. 23
Patent

re: patent No. 1,043,349 dated Nov. 5, 1912. to Heinrich Hirtsmann of Cologne, Germany.
for "Ball Mill". for term of Patent

Dated: July 16. 1918

5% of the cost of the Equipment necessarily added to the Standard apparatus
in order to utilize said invention

February & August first

Marcha Dept first

Feby 6, 19 No sales
Aug. 8, 1919 No sales.
Feby 11, 1920 No sales.
Aug 5, 1920 (then July 31, 1920) No mfg. and no sales to date.
Feb 5, 1921 (then Jan 31, 1921) " " " " " "
1/5/21 (then 7/31/21) No mfg. & no sales to date.
1/2/22 (" 1/31/22) No mfg & no sales to date.
1/31/22 (2/1/22 - 7/1/22) No mfg & no sales.

7/20/23 no mfg. no sales 8/1/22 - 7/1/23
A. P. C advised 7/21/23

PLAINTIFF'S EXHIBIT No. 298.

635

"E. C. Klipstein & Sons Co. 644 Greenwich St. N.Y.C. Patent

Oct 14, 1902 July 25, 1905

a. patents Nos 711,377 & 795,755 to Max Bayles, assignor to Badische Anilin & Soda Fabrik, Germany, for terms of Patents. (1) Solid Alkaline Hydrosulfites & Process of making same, (2) Process of making Stable Dry Hydrosulfites.

Dated: April 8.1918

~~5% of net profit derived from sale of products under this~~

~~license~~ 2% of the gross receipts derived from the Sale of products

to May & November first

June & December 1

11/11/18 no mfg to date

July 10, 1919 21 81 Sept 9. 1919

~~No sales from May 1 to Oct 31/19. Error~~

12/9/19 Dec 1930/19 4.50 12/81/19

~~1919 2.50 No mfg and no sales.~~ ? Watch carefully when cancelling.

Revised report Jan 1 to Dec 31 1919 - 4/30/1920 — 11¢ due - a P.C. asked 4/24/21

~~No sales since above report and Graduates stopped.~~

Patent 711,377 expired Oct. 14,1919

Patent 795,755 expired July 25,1922

6/12/22 no sales since 11/9/21

(License) (Address)

License . .
No.
Dated

Subject

Patent No.:

Owner: E. C Klepetsen & Sons Co

Royalty:

Reports to be filed

Report received	Amount of Royalty		Royalty paid(Date)
8/8/22	(6/12/22 – 7/2/22)		No rep'g- no stock on hands

Payments to be made

Report received	Amount of Royalty	Royalty paid(Date)
	$26.42	

PLAINTIFF'S EXHIBIT No. 299.

637

National Aniline & Chemical Co. Inc. 40 Rector Street, 20 Bunting Slip. Long Island City Patent 29

re: 34 Patents to Enemies for Intermediates, Dyes and the Application of Dyes (ANTHRACENES) - for the terms of the various patents. Watch out for different assignees & operation royalty

Dated: June 28. 1918

~~5% of Net Profit derived from Sales~~

Revised to 2% of gross amounts, dating from July 1, 1919.
: January & July tests Feb. & Aug. first

Jan 10, 1919 No Sales
Aug. 8. 1919 No sales.
Feb 24. 1920 #10.04 @ P.C. ackn 4/2/20
July 31, 1920 #44.36 @ P.C. ackn. 8/13/20.
Feb. 23, 1921 #12.20 @ P. C. recd 3/3/21
July 29, 1921 Rec'd 6/30/21 No sales -
Jan. 13, 1922 Rec'd 1/4/21 # 20.02 @ P.C ackd 2/10/22.

National Aniline & Chemical Co. Inc. 40 Gold Street 25 Broadway Slip. Ny. City Patent

e certain letters patent for Intermediates, Dyes and the application of Dyes owned by Enemies or Allies of Germany for the Terms of the various patents (INDIGO) Watch out for different assignees and proportion Royalty

Dated: June 28. 1918

~~6% of Net Profit derived from Sales~~

Revised to 20% of gross amts. dating from July 1, 1919

~~January & July tenth~~ Feb & Aug. first

Jan 10, 1919 No Sales
Aug. 8. 1919 No sales
Feby 24, 1920 No sales
July 31, 1920 No sales.
Feb 23, 1921 No sales.
July 29, 1921 Dec 6/30/21 - No sales -
Jany 13, 1922 - Dec 12/31/21 No sales.
8/3/22 No sales to July 3, 1922

RECEIVED BY ... DEPT. OF JUSTICE

PLAINTIFF'S EXHIBIT No. 301.

National Aniline & Chemical Co. Inc. 40 Rector street ~~21 Burling Slip~~ N.Y. City Patent

re: patent to Louis Haas, assignor to Badische Anilin & Soda Fabrik of Germany. No. 931.598- for term of patent - for Sulfur Dye and Process of making same"
Dated: June 28. 1918

Noted out for different assignees and proportion royalty

~~5% of net profit derived from Sale~~

Revised to 2% of gross amt. dating from July 1, 1919
~~January + July 1st~~ Feb. + Aug. first.

Jan 10, 1919 No Sales
Aug 8, 1919 No Sales
Feb. 24. 1920 # 3.25 A.P.C acknw. 4/2/20
July 31, 1920 # 4 00 A.P.C acknw 8/13/20
Feb. 23, 1921 # 7.76 A.P.C. recd. 3/3/21
7/15/21 (1/1/21-6/30/21) # 2.10 ack by A.P.C 7/18/21
Jan. 13, 1922 - Nov 13/21/21 - No sales.

National Aniline & Chemical Co. Inc. 40 Pearl Street 25 Dunlop Slip, Mfg. 6. Patent

re: certain letters patent for Intermediates, Dyes and the Application of Dyes, owned by Enemies or allies of Enemies - for the terms of the various patents - for "AZO DYES" Including Pat #741029
Dated: June 28. 1918 Watch Asst. various assignees!
~~5% of Net Profit~~ derived from Sales Proportion Royalty!
Revised to 2% of gross amts, dating from July 1, 1919
January & July Feb & Aug Fiest

Jan 10, 1919 No Sales report corrected below 3/3/22 (1/1/22-7/1/22) #28.47 - ack'd 10/27/22.
1/8/19 thru Dec. 31. 1918 - #146.29 - A.P.C. ackn. 4/2/20
" - " June 30 1919 net loss
7/14/20 " Dec 31. 1919 #1371.63 A.P.C. ackn. 4/2/20
July 31, 1920 #410.93 A.P.C ackn 8/13/20
Feb. 23, 1921 #846.72 A.P.C rec'd 3/3/21
? 5/21 1/2/21 - 6/30/21 - #740.33 A.P.C ack 7/18/21.
1/22 - (7/1/21 - 12/31/21) #769.10) ack'd 2/10/22

PLAINTIFF'S EXHIBIT No. 303.

641

PLAINTIFF'S EXHIBIT No. 304.

The Straus-Regen Mfg. Co. 1770 California St. Denver, Colo. Patent 22

on patent No. 1,078,175 to August Büttner, of Germany, for "Cellular Drying Apparatus" for term of Patent.

Dated: July 16, 1918

$37.50 for each cubic meter of content of the drum used in apparatus, (using outside diameter & length of shell for calculating cubic content)

February & August first	March & Sept. 1st
Feby 11, 1919 No sales	No sales
May 6, 1919 No sales	No sales
12/4/19 No operations to date of cancellation	

Surrendered & Cancelled December 6, 1919

FILED STATED BY DEPT OF JUSTICE

Merrimac Chemical Company 148 State St Boston Mass. Patent
7/2/22

re: patent Nos. 711,377 (A) Expired & 795,755 (B) to Max Bayles, assignor to Gabriella Quilen & Sada Zahirk, of Germany, for: (A) Solid Alkaline Hydrosulfites & Process of making same and (B) Process of making Stable Dry Hydrosulfites. for the terms of Patents
Dated: July 16.1918

2% of Gross Receipts derived from sale of Products

March & Sept. first

April & October first

7/12/19 No sales to 3/1/19 Development work only
9/8/19 No sales to date - plant not yet completed
Feb. 28.1920 do " " "
Sept. 3, 1920 No sales there Augment 31, 1920.
March 8, 1921. #2,29.89 A.P.C. acknd 3/22/21
Sept 9, 1921 $31.43 " " 9/12/21
mar 8, 1922 #120.95
7/31/22 (3/1 - 7/2/22) $68.53 Acknd 25/22
#50.80

BOTH PATENTS EXPIRED

711,377 on Oct. 14, 1919 and
795,755 on July 25, 1922.

H. A. Metz Laboratories. Inc. 122 Hudson St. Newyork City Patent

re: Patent # 986.148 issued to P. Ehrlich & A. Bertheim assignors to Farbwerke vorm. Meister Lucius & Bruning, for the term of the Patent, for Derivation of Oxyarylarsinic Acids and Process of making same.

Dated. July 1 1918

5% of Gross Sums received from Date of "Salvarsan" (Arsphenamin)

To January & July first		Feb. & Aug. first
Jan 9/19	11,036 81	Mch 5, 1919
7/22/19	4,070 34	Sept. 3, 19
Jan. 8, 1920	3,645.45	February 5, 1920
July 7, 1920	# 4199 15	August 3, 1920
Jan 5, 1921	# 4178.06	January 25, 1921
July 6, 1921	# 2716.50	July 28, 1921
Jan. 5, 1921	# 1838.50	Jan 12, 1922
Hooper (1/1/22 - 11/1/22)	# 1677.68	Aug 8, 1922

total $33,362.49

644

PLAINTIFF'S EXHIBIT No. 306.

H. A. Metz Laboratories, Inc. 122 Hudson Street New City Patent

re. Patent #13,848 (reissue) to G Ramdorfer & B. Reuter, assignors to Farbwerke vorm Meister Lucius & Bruning, for the term of the Patent, for Derivatives of Diaminodioxyarsenobenzene and Process of making Same
Dated July 1, 1918

5% of gross sums received from sale of "Neo. Arsphenamine"

To January & July first		Feb. & Aug first
Jan. 9, 1919	13246	Feb. 5, 1919
July 22/19	9897 99	Sept. 3, 1919
Jan. 7, 1920	17.097.38	February 8, 1920
July 1, 1920	22,542.02	August 5, 1920
Jan 5, 1921	#20,566.56	January 25, 1921.
July 6, 1921	" 18,271.43	July 13, 1921
Jan 5, 1922	" 14,319.13	January 12, 1922
7/1/22 (1/1/22-7/1/22)	#14,834.99	Aug 25, 1922

Total #117,661.96

RECEIVED BY ... DEPT OF JUSTICE

PLAINTIFF'S EXHIBIT No. 307.

H. A. Metz Laboratories. Inc. 122 Hudson St. Newyork City Patent

re: Patent #81,555 to A. Einhorn, assignor to Farbwerke vorm Meister Lucius & Bruning, for the term of the Patent, for Aeramin Esters of Para-Aminobenzoic Acid.

Dated: July 1. 1918

5% of Gross Sums receipts from sale of "Procaine"

to January & July first		Feb & Aug. first
Jan 9, '19	6638.57	Feb. 5. 1919
July 22/19	2,272.92	Aug 3/19
Jan. 7. 1920	2.410.82	February 5, 1920
July 7, 1920	2.175.93	August 5. 1920
Jan 5 1921	2574.21	January 25, 1921
July 6 1921	2527.21	July 13, 1921
Jan 5, 1922	2498.16	January 12, 1922
Augus (1/22-7/1/22)	2800.29	Aug 25. 1922

total $23,898.11

[redacted]

646 PLAINTIFF'S EXHIBIT No. 646

U.S. DEPT. OF JUSTICE

General Ceramics Company 50 Church St. Ny. City Patent

re. patent No. 1,101,169 dated June 1, 1915 to Fritz Rasching - for Improvement in Absorption and Reaction Towers for Acids, etc., for term of Patent.

Dated: July 19 1918

5% of gross sums received from the sale of devices under patent

February & August first

March & Dept. first

2/15/19	$156.33	7/31/19	#156 33	Aug. 30. 1919
8/18/19	82. 92			
2/10/20	#254 05	April 7. 1920		
8/9/20 Rec'd 8/31/20	#168 73	Aug 10, 1920		
Feb 9, 1921	#121 .82	Feb 10, 1921		
3/2/21 - Rec'd 7/31/21	#96 .79	Aug 11, 1921.		
2/8/22 - Rec'd 1/31/22	#72.39	Feb 9, 1922		
	#953.03			

10/31/22. Simmons claims entry of equity suit relieves of obligation to make report covering period 2/1/22 - 7/1/22 - G.P.C and Dept of Justice so advised.

PLAINTIFF'S EXHIBIT No. 309.

O. C. Reipstein & Sons Company 60th Greenwich St Newyork City License No. 38 Patent

License Cancelled June 11, 1921.

as patent Nos. 1.316.612 to O. Schmidt, assignor to Badische Anilin & Soda Fabrik, of Germany, for "Producing Soluble Tanning agents" and No. 1.191.480 to O. Schmidt, assignor to Badische Anilin & Soda Fabrik of Germany, for "Tanning" for their respective terms.

Dated: August 15. 1918

~~3% of~~ gross amount receipts derived from sale of products

#17731.77 Reduced to 2% of gross amount receipts derived from sale of products from September 1, 1919 March & September 10th April & October first

				should be	credit	debit
3/26/19	#2712.89	April 22, 1920.		#2707.80 —	#5.09	
10/2/19 (then 8/5/19)	#2310.34	June 1, 1920		" 2331.08 —		#20.74
3/20/20 (then 3/23/20)	#1122.13	June 1, 1920		" 1105.93 —	#16.20	
10/2/202 3/31/20)	#1026.77	O.C. acknd. 4/20/21		" 1021.15	#5.62	
					#26.91	#20.74
March 15 1921	#299.28					
9/23/21 (3/31 to 9/11/21)	#456.53					
less credit for overpay	#6.17					
	#450.36	Rec'd 11/29/21				

less credit of #6.17 to be deducted on account for period ending 3/31/21

License Cancelled 9/11/21 Reduced 9/23/21

Meinck & Company (License) 45 Park Place, New York City (Address)

License Patent No. 39 Dated Sept. 25. 19

bject Digitalis Extract

tent No.: 943.578 Dated Dec. 14, 1909 $7189.57 total royalty

ner: R. Tambach assignor to Russel & Company of Ludwigshafen on the Rhine, Germany.

valty: 5% of gross sums received

orts to be filed April & October 15th Payments to be made May & November 1

Report received	Amount of Royalty	Royalty paid (Date)	Report received	Amount of Royalty	Royalty paid (Date)
1/10/19	$1501 72	5/14/19	should be	$1405.89 —	$99.83 debit
8/7/19	499 52	Sept 22, 1920	"	476.86 —	22.66
4/9/20	843 08	" 26, 1920	"	866.89	23.72
8/20	$762 28	October 26, 1920	"	$768.98	6.70
3/21	1029 07	May 13, 1921	deducted made here	deducted	$122.49 $30.42
2/10/21	1272 90	Nov. 29, 1921	Net credit of $91.07 to be deducted on next accts. issued ending 2/3/21		
1/22	$1112.11				

PLAINTIFF'S EXHIBIT No. 311.

649

License Patent	
No.	39
Dated	Sept 25,1918

Merck & Company (License) 45 Park Place (Address) New York City

Subject Digitalis Extract

Patent No.: 943,578 dated December 14, 1909

Owner: R. Tambach, assignor to Knoll & Company, of Ludwigshafen-on-the-Rhine, Germany

Royalty: 5% of gross sums recd

Reports to be filed April & October 10 Payments to be made May & November 1

Report received	Amount of Royalty	Royalty paid(Date	Report received	Amount of Royalty	Royalty paid(Date
10/1/19	9/25/18 - 3/30/19 $1401.	89 5/14/19	8/1/22	4/1/22 - 7/2/22 $1168.	64 8/25/22
9/1/19	4/1/19 - 9/30/19 $471.	86 4/22/20			
9/20	10/1/19 - 3/30/20 $866.	80 4/26/20			
8/20	3/30/20 - 9/30/20 $768.	98 10/26/20			
4/9/21	10/1/20 - 3/31/21 $1121.	14 5/3/21			
10/10/21	4/1/21 - 9/30/21 $1772.	90 11/29/21			

$8189.37 Total Recovered under Decree

See Old Card attached

650

PLAINTIFF'S EXHIBIT No. 311.

License No. Dated

(License) (Address)

Subject

Patent No.:

Owner:

Royalty:

Reports to be filed

Report received	Amount of Royalty	Royalty paid(Date)
8/4/22	(4/1/22 - 6/30/22)	$1168.64 Credited 8/25/22

Payments to be made

Report received	Amount of Royalty	Royalty paid(Date

PLAINTIFF'S EXHIBIT No. 311.

651

Now "American Optical Corporation"

Draeger Oxygen Apparatus Co.	Wilkinsburg, Penn.	License No. 42
(License)	(Address)	No. Patent.
		Dated Dec. 16, 1918.

652

PLAINTIFF'S EXHIBIT No. 312.

ubject re Patent Nos. 1,019,346, dated Jan. 7, 1913 to Johann Dräger, for Artificial Breathing Apparatus; 1,044,031. dated Nov. 12, 1912. to Johann Dräger, of Lübeck, Germany, for Method of Causing Artificial Respiration; 1,136,517, dated April 20, 1915, to Johann Dräger, of Lubeck, Germany, for Artificial Breathing Apparatus.

mer: Royalty: On January 1, 1919, a sum equal to 5% of gross amounts received from sale of apparatus during period between October 12, 1917 and December 16, 1918- also thereafter semi-annually 5% of gross sums recd. from sale of apparatus.

oyalty:

eports to be filed June 1 and December 1. Payments to be made July and January.

Report eceived	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date)
1/1/19 to	Dec 1918	$ 106.75			
to 6/1/19		106.87			
REVISED REPORT RECD JUNE 18, 1920:					
Oct 12/17-Dec 16/18		$106.50			
Dec 17/18- May 30/19		$105.75			
June 1/19- Nov. 30/19		$ 44.25			
12/1/19 to	6/30/20	52.13		382.88	

Dräger Oxygen Apparatus Co. (Licensee) Wilkinsburg, Penn. (Address)

License 42
No. Patent
Dated 12/16/18

Now American Atmos Corporation,

Subject Re Patent Nos. 1,049,346, dated Jan. 7, 1913 to Johann Dräger, for Artificial Breathing Apparatus; 1,044,031, dated Nov. 12, 1912, to Johann Dräger, of Lübeck, Germany, for Method of Causing Artificial Respiration; 1,136,517, dated April 20, 1915, to Johann Dräger, of Lübeck, Germany, for Artificial Breathing Apparatus.

Patent No.

Owner: Royalty: On January 1, 1919, a sum equal to 5% of gross amounts received from sale of apparatus during period between October 12, 1917 and December 16, 1918- Also thereafter semi-annually 5% of gross sums recd. from sale of apparatus.

Royalty:

Reports to be filed June 1 and December 1. Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid(Date)
On audit	10/12/17- 12/16/18	$106.50
	12/17/18- 5/31/19	105.75
	6/ 1/19- 11/30/19	44.25
	12/ 1/19- 5/31/20	52.13
	6/ 1/20- 11/30/20	36.75
	12/ 1/20- 5/31/21	37.50
		$ 382 88

Report received	Amount of Royalty	Royalty paid(Date)
Pd Cy	Cks to A.P.C. as follows	
4/22/21	$ 106 15	
5/28/21	239 23	
7/29/21	37 50	
	$ 382 88	
6/1/21	no sales 6/1/21 - 11/30/21	
9/7/22	No sales 12/1/21 - 11/2/22	

PLAINTIFF'S EXHIBIT No. 312. @ 653

add A. P. C. changed to read "American Atmos Corporation"

Draeger Oxygen Apparatus Company, The (License) Wilkinsburg, Penn. (Address)

License 43
Ex. Patent
Dated Dec. 16, 1918

Subject re Patent No. 1,214,941, dated February 6, 1917, to Frank Fairchild Morris, and Frederick Melchoir Luchs, Assignors to the Firm of Drägerwerk. Heinr. and Bernh. Dräger of Lubeck, Germany, for "Resuscitating Device"

Owner: Royalty: On January 1, 1919, a sum equal to 5% of gross amounts received from sale of apparatus during period between October 12, 1917 and December 16, 1918-- also thereafter semi-annually 5% of gross sums received from sale of apparatus.

Reports to be filed June 1 and December 1. Payments to be made July and January

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date)
1/11/19 to Dec 1918	$ 383.12	no payment yet made A. P. C.			
" to 6/1/19	60.45				
REVISED REPORT RECD JUNE 16/20		See Corres. before rejoinder			
Oct 12/17—Dec 16/18	$367.37	391.88			
Dec 17/18- May 30/19	$ 58.87	58.87			
June 1/19 - Nov/30/19	60.75	60.45			

License 43
No. Patent
Dated 12/16/18

Drägeger Oxygen Apparatus Company. (License) Wilkinsburg, Penn. (Address)

Now American Atmos Corporation

Subject Re Patent No. 1,214,941, dated February 6, 1917, to Frank Fairchild Morris, and Frederick Melchoir Luchs, assignors to the Firm of Drägerwerk. Heinr. and Bernh, Patent No. ~~Dräger, of Lubeck, Germany, for "Resuscitating Device".~~

661.25
19.24
$680.49

Owner: Royalty: On January 1, 1919, a sum equal to 5% of gross amounts received from sale of apparatus during period between October 12, 1917 and December 16, 1918--also thereafter semi-annually 5% of gross sums received from sale of apparatus.

Royalty:

Reports to be filed June 1 and Dec. 1. Payments to be made July and Jan.

Report received	Amount of Royalty	Royalty paid(Date)		Report received	Amount of Royalty	Royalty paid(Date
On audit.	10/12/17-12-16-18	$391.88		On audit	6/ 1/21-11/30/21	644.88 $16.75 661.25
	12/17/18- 5/31/19	58.87	PJ	a.c.c.	ons as follows.	
	6/ 1/19-11/30/19	69.75	4/23/21		383.12	
	12/ 1/19- 5/31/20	59.00	5/20/21		246.38	
	6/ 1/20-11/30/20	50.00	7/21/21		15.00	
	12/ 1/20- 5/31/21	15.00	10/20/22		16.75	
		644.50			$661.25	

9/4/23 (7) 7/1/22, 19.24- $19.24

a.c.c.

PLAINTIFF'S EXHIBIT No. 313.

655

Drager Oxygen Apparatus Company, The./ "American Chimes Corporation"	Wilkinsburg, Penn.	License 44 [illegible]
(Licensee)	(Address)	No. Patent
		Dated Dec. 16, '18

Subject re Patent No. 1,085,674, dated Feb. 3, 1914, to Alexander Bernhard Drager, of Lubeck [illegible] Germany, Assignor to Drägerwerk, Heinr. & Bernh. Drager, of Lübeck, Germany, A Firm, for "Battery for Absorbing Carbonic Acid Such as Used in Breathing Apparatus"

Owner: Royalty: On January 1, 1919 a sum equal to 5% of gross amounts received from sale of apparatus during period between October 12, 1917 and December 16, 1918- also thereafter semi-annually 5% of gross amounts recd. from sale of apparatus

Royalty:

Reports to be filed June 1 and December 1. Payments to be made July and January

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date)
[illegible]	[illegible]	no [illegible] yet [illegible]			
[illegible]	[illegible]				
REVISED REPORT RECD JUNE 18/20:					
Oct 12/17--Dec 16/18	$ 1823.12	1823.76			
Dec 17/18 -May 30/19	$ 521.65	521.66			
June 1/19- Nov. 30/19	$ 24.87	21.69		$ 3571.97	

Draeger Oxygen Apparatus Company. (License) Wilkinsburg, Penn. (Address)

American Atmos Corporation.

License 44
No. Patent
Dated 12/16/18

Subject Re Patent No. 1,085,674, dated Feb. 3, 1914, to Alexander Bernhard Dräger, of Lubeck, Germany, Assignor to Drägerwerk, Heinr. & Bernh. Drager, of Lubeck, Patent No. Germany, A firm, for "Battery for Absorbing Carbonic Acid Such as Used in Breathing Apparatus"-

Owner; Royalty: On January 1, 1919 a sum equal to 5% of gross amounts received from sale of apparatus during period between October 12, 1917 ~~and December 16, 1918 also thereafter semi-annually 5%~~ of gross amounts received from sale of apparatus.

Royalty:

Reports to be filed June 1 and Dec. 1. Payments to be made July and Jan.

Report received	Amount of Royalty	Royalty paid(Date	Report received	Amount of Royalty		Royalty paid(Date
On audit	10/12/17-12/16/18	$1823.76	Pd A.P.C. by Chas as follows			
	12/17/18- 5/31/19	521.66	4/23/21	"1794	85	
	6/ 1/19-11/30/19	421.69	5/3/21	1733	49	
	12/ 1/19- 5/31/20	439.59	8/11/21	42	33	
	6/ 1/20-11/30/20	321.64		$3570	67	
	12/1/20 - 5/31/21	42.33	9/1/22	Wholesale 6/1/21-11/30/21		
		3570.67	9/7/22	Wholesale 12/1/21-5/31/22.		

PLAINTIFF'S EXHIBIT No. 314.

Draeger Oxygen Apparatus Company, The — Now American Altien Corporation — Wilkinsburg, Penn.

(Licensee) (Address)

License 46
~~No.~~ Patent.
Dated Dec. 16,'18.

Subject re Patent Nos. 1,005,816, dated Oct. 17, 1911, to Alexander Bernhard Dräger, of Lübeck, Germany, Assignor to the Firm of Drägerwerk Heinr. Und Bernh. Dräger, of
Patent No. Lübeck, Germany, for "Portable Breathing Apparatus"; 1,063,681, dated July 24, 1912, to Alexander Bernhard Dräger, of Lübeck, Germany, Assignor to the firm of Drägerwerk Heinr. & Bernh. Dräger of Lübeck, Germany, for "Universal Coupling".

Owner:

Royalty: On January 1, 1919, a sum equal to 5% of gross amounts received from sale of apparatus during period between October 12, 1917 and December 16, 1918- also thereafter semi-annually 5% of gross amounts recd. from sale of apparatus.

Reports to be filed June 1 and December 1. Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid (Date)	Report received	Amount of Royalty	Royalty paid (Date)
10/14/19 to	Dec 1918 $ 3.92	No payment yet made			
" to	4/1/19 1.92				
REVISED REPORT RECD JUNE 18/20:					
Oct 12/17--Dec 16/18	$ 3.95	3.92			
Dec 17/18- May 30/19	$ 1.98	198			
June 1, 19 - Nov 30/19	$ 1.80	180		$ 36.38	
12/1/19 to 5/31/20		4.24			
		6.56			

PLAINTIFF'S EXHIBIT No. 315.

Draeger Oxygen Apparatus Company (Licensee) — Wilkinsburg, Penn. (Address)

License 46
No. Patent
Dated 12/16/18

Subject: Now American Atmos Corporation-
Patent No: Re Patent Nos. 1,005,816, dated Oct. 17, 1911, to Alexander Bernhard Dräger, of Lubeck, Germany, Assignor to the Firm of Drägerwerk Heinr. Und Bernh. Dräger, of Lubeck, Germany for "Portable Breathing Apparatus"; 1,033,661, dated July 24, 1912, to Alexander Bernhard Dräger, of Lübeck, Germany, Assignor to the Firm of Drägerwerk Heinr. & Bernh. Dräger of Lubeck, Germany for "Universal Coupling"-

Owner:

Royalty: Royalty: On January 1, 1919, a sum equal to 5% of gross amounts received from sale of apparatus during period between October 12, 1917 and December 16, 1918- also thereafter semi-annually 5% of gross amounts recd. from sale of apparatus.

Reports to be filed June 1 and Dec. 1 — Payments to be made July & Jan.

Report received	Amount of Royalty	Royalty paid(Date)
On audit-	10/12/17-12/16/18	$3.92
	12/17/18- 5/31/19	1.98
	6/ 1/19-11/30/19	1.80
	12/ 1/19- 5/31/20	4.64
	6/ 1/20-11/30/20	6.16
	12/1/ 20- 5/31/21	13.38
		31.88

Report received	Amount of Royalty	Royalty paid(Date)
On audit	6/1/21-11/30/21	31.88 31.88 4.18 4.18 36.06 36.06
P.S. A.P.C. Cy. etc as follows		
4/23/21	3 96	Apparently
5/13/21	14 58	overpaid
8/11/21	13 88	50 ¢
11/10/21	4 19	
	$36 56	

PLAINTIFF'S EXHIBIT No. 315.

(License) (Address)

License No. 46. Dated

Subject

Patent No.:

Owner: Wheeler Oxygen Co. 36.06 1.47 37.53

Royalty:

Reports to be filed Payments to be made

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date)
9/9/22	(12/1/21-7/2/22)	$1.47 O.C.cashed	9/9/22		

PLAINTIFF'S EXHIBIT No. 315.

000

Heinsehild Chemical Company (Licensee) — 47-49 Barclay St. N. Y. City. (Address) — License No. 47 Dated 12-31-18

Patent No. 943,163, dated December 14, 1909, to Adolph Schmidt of Dresden, Germany, assignor to Chemische Fabrik, Helfenberg, Germany, for Agar-Agar-Cascara Product: and Patent No. 896,807, dated August 25, 1908, to Karl Dieterich, of Helfenberg, Germany, for Agar-Agar-Cascara Product and Process of Making Same.

Royalty: 5% of gross sums received from sales (See below for payment due 2/1/19)

Reports to be filed: June and Dec. Payments to be made July 1 and January 1

Paid 11/22/18 396.39 AMOUNT ACCRUED UNDER PRE-WAR AGREEMENT 5% of sales from 8/15/18 to 12/31/18 date of license per bill per statement from A. P. C. on file.

8/15/18--12/31/18----------$694.08
1/ 1/19-- 4/10/19---------- 637.87
PAID BY CHECK AS FOLLOWS:
3/25/19----------$583.20
6/4/19----------400.40
3/5/20----------348.35
BALANCED 4/10/19 $1331.95 $1331.95

4/10/19--6/1/19----------435.44- ERRONEOUSLY PD. CHEM. FOUN. 6/1/19
6/1/19--11/30/19----------1283.81- Paid A. P. C. 3/5/20

6/9/20----------1640.72 A. P. C. acknd. July 7, 1920.
12/8/20----------1224.33 A. P. C. " Dec. 30, "
12/1/20- 5/31/21 rept. rec'd 6/7/21- 1424.59 " " " " 6/10/21

PLAINTIFF'S EXHIBIT No. 316.

License No.
Dated

(License) (Address)

Subject

Patent No.:

$9857.89

Owner:

Royalty:

Reports to be filed June & Dec. Payments to be made July and Janu

Report received	Amount of Royalty	Royalty paid (Date)	Report received	Amount of Royalty	Royalty paid
12/1/21 —	$1405.56	A. P. Co. acknd 12/1/21			
6/1/22	$1535.12	A P Co. acknd 6/7/22			
8/15/22 (6/1/22 - 7/2/22)	$270.15	A P Co ackd. 8/19/22			
12/10/22 (7/2/22 - 12/1/22)	$1092.97	Licensee relieved of liability to pay at this time.			
6/9/23 (12/1/22 - 5/31/23)	$1497.13	Licensee relieved of liability to pay at this time			

PLAINTIFF'S EXHIBIT No. 316.

662

Arma Engineering Company — 252 West 29th St. New York City. 228 - 40th St. Brooklyn, N. Y. — License 48

(License) (Address)

No. Patent

Dated Jan/15/19

Subject re patents/ See file for dates of patents to Hermann Anschütz-Kaempfe; and also Anschutz & Company, of Neumühlen near Kiel, Germany, as assignee of Max Schuler and Wolfgang Otto, of Neumühlen, Germany, respectively, for "Gyroscopic Compasses".

Patent No.:

Owner:

Royalty: 5% of the gross amounts received from sale of apparatus.

Royalty:

Reports to be filed June 1 and Dec. 1 — Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid(Date)	Payment received	Amount of Royalty	Royalty paid(Dat
6/30/19	No Sales.				
1/13/20	Drop left work only thru Dec 19				
6/8/20	Development also only thru		May 31, 1920		
12/7/20	No Sales				
6/20/21	" "				
12/16/21	" "	Thru 11/30/21.			
8/1/22.	No Sales	to June 7, 1922.			

PLAINTIFF'S EXHIBIT No. 317.

The Ault & Wiborg Company (Licensee) — transferred to Cincinnati Chemical Works, Inc. — Cincinnati, Ohio. (Address)

License No. 50 Patent Dated Feb. 19, 1915

Subject: Patent expired Oct 13, 1920

Patent No.: 741,029, dated October 13, 1903, to Richard Gley & Otto Siebert, of Berlin, Germany, Assignors to Actien-Gesellschaft fur Anilin Fabrikation, of Berlin, Germany, for "Red Azo Lake".

Owner:

$3254.34

5% of gross sums received from sale of product.

Royalty: Revised to 2% gross cents dating from June 1, 1919

Reports to be filed June & December. Payments to be made July & January.

Report received	Amount of Royalty	Royalty paid (Date)	Report received	Amount of Royalty	Royalty paid (Date)
7/28/19	$1118.43	8/7/19			
2/17/19	$523.32	12/23/19		Patent expired Oct 13 1920	
6/9/20	$711.91	7/6/20			
12/2/20	$232 (Ault & Wiborg pd this amt for				
amt of June 1 '20	to P.C. extend 3/5/21				
7/27/21	7/1/20-12/1/21 -	$668.68 — d P.C.		8/6/	

EXHIBIT No. 318 PLAINTIFF'S 004

Patent expired July 7, 1920

Central Dyestuff & Chemical Company, (License) Newark, N. J. (Address)

License No. 51

~~No.~~ Patent Dated Feb. 19/19.

Subject re patent No. 733,280, dated July 7, 1903, to Karl Schirmacher, of Soden, Germany, ~~Patentee~~; Assignor to Farbwerke, Vorm. Meister, Lucius & Bruning, of Hochst-On-The-Main, Germany, A Corporation of Germany, for "Red Azo Dye and Process of Making Same".

~~Under~~: ~~5% of gross sale~~ received from sale of product.

Revised to 7% of gross amts dating from June 1, 1919

Royalty:

Reports to be filed to June 1 and December 1. Payments to be made July and January.

Report received	Amount of Royalty		Royalty paid (Date)	Report received	Amount of Royalty		Royalty paid (Date
July 19, 19	no mfg	to	May 30, 1919				
Jan 12 1920	no mfg	thru	Dec. 1919		Patent expired.		
June 1, 1920	"		" May 31, 1920		July 7,		1920
Dec. 7, 1920	"		" Nov. 30	1920.			
6/6/21	No mfg to date						

PLAINTIFF'S EXHIBIT No. 319.

665

License 52

Ultro Chemical Corporation (License) 41 Union Square, N. Y. City. (Address) Expired April 11, 1921

No. Patent

Dated 3/4/19

Subject Patent No. 757,109, dated April 12, 1904, to Gillis Gullbransson, of Patent No.: Höchst-on-the-Main, Germany, assignor to Farbwerke, vorm Meister, Lucius & Brüning, Germany, for BLUE RED LAKE & PROCESS OF MAKING SAME.

Owner:

Royalty- ~~3% of gross sums received from sale~~

Revised to 2% gross sales dating from June 1, 1919.

Royalty:

Reports to be filed June 1 & Dec. 1 Payments to be made July 1 & Jan. 1.

Report received	Amount of Royalty	Royalty paid (Date)	Report received	Amount of Royalty	Royalty paid (Date)
6/10/19	3/5/19 - 5/31/19 $3848	to A.P.C. 7/15/19	Lee	Jones Ultro	Jones 1
12/5/19	6/1/19 - "/30/19 $456.85	4/22/20			
6/2/20	12/1/19 - 5/31/20 $1359.97	= to 7/6/20	Ch & Phe	$1393.40 ch	$32.43 bal to A.P.C.
Ultro Chem Jones	3/26 - 5/31/20	$ 80.53			1/24/21
12/22/20	6/1/20 - "/30/20 $949.69	to 1/24/21	Ch	$ 419.07 to A.P.C.	2/11/21
Ultro Chem Jones	6/1/20 - "/30/20 - $338.54		Patent expired		4/11/21 K.O.

Consolidated Color & Chemical Co.. 122 Hudson St., New York City.
(Licensee) (Address)

License No. 53
Ms. Patent
Dated March 4,1919

Subject re patent No. 867,305, dated Oct.1,1907, to Karl Schirmacher and Bernhard Deicke, of Hoechst-On-The-Main, Germany, Assignors to Farbwerke Vorm. Meister, Lucius & Bruning, ~~Patentees~~, of Hoechst-On-The-Main, Germany, A Corporation of Germany, for "Vat Dyestuff".

Owner: ~~5% of gross amounts~~ received from sale of product.

Revised to 2% of gross amts dating from June 1,1919

Royalty:

Reports to be filed June 1 and Dec. 1. Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date
1/6/20	No mfg to Dec 1919				
4/5/20	Experimental work only thru	May 31, 1920			
12/7/20	No Sales, thru Nov. 30 1920				
6/6/21	No mfg to	June 1, 1921			
12/7/21	" "	Dec 1, 1921			
6/2/22	No mfg to	July 1 1922			

PLAINTIFF'S EXHIBIT No. 321.

License No. 54

Consolidated Color & Chemical Co. 122 Hudson St., New York City. | No. Patent
(License) (Address) | Dated March 4,191

Subject re Patent No. 1,025,174, dated May 7, 1912, to Robert Welde, of Hoechst-On-The-Main, and Benno Homolka, of Frankfort-On-The-Main, Germany, Assignors to Farbwerke Vorm. Patent No. Meister Lucius & Bruning, of Hoechst-On-The-Main, Germany, A Corporation of Germany, for "Blue Vat Dyestuff and Process of Making Same".

Owner: ~~5% of gross amounts~~ received from sale of product.

Revised to 2% of gross as to dating from June 1, 1919

Royalty:

Reports to be filed June 1 and Dec. 1 Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date
1/6/20	no mfg to Dec 1, 1919				
6/5/20	Experimental work only thru	May 31, 1920			
12/9/20	No sales thru Nov 30, 1920				
6/6/21	No mfg to June 1, 1921				
12/17/21	" " Dec 1, 1921				
8/3/22	No mfg to July 1, 1922				

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PLAINTIFF'S EXHIBIT No. 322.

Consolidated Color & Chemical Co. (License) 123 Hudson St., New York City. (Address)

No. Patent Dated March 4, 1919

Subject re patent No. 916,029, dated March 23, 1909, to Albrecht Schmidt and Ernst Bryk, of Hoechst-On-The-Main, Germany, Assignors to Farbwerke Vorm. Meister Lucius & Bruning, of Hoechst-On-The-Main, Germany, A Corporation of Germany, for "Red-Violet Dye and Process of Making Same".

Owner: ~~5% of gross amounts~~ received from sale of product.

Revised to 2% of gross amts dating from June 1, 1919

Royalty:

Reports to be filed June 1 and Dec. 1 Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date
1/6/20	no mfg to Dec 1, 1919				
6/5/20	Experimental work only thru May 31, 1920				
12/7/20	No sales thru Nov 30, 1920				
6/8/21	No mfg to June 1, 1921				
12/1/21	" " Dec 1, 1921				
8/3/22	No mfg to July 1, 1922				

PLAINTIFF'S EXHIBIT No. 323.

669

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Consolidated Color & Chemical Co., 122 Hudson St., New York City.
(License) (Address)

License No. 56.
~~No.~~ Patent
Dated March 4, 1919

670

Subject re patent No. 892,897, dated July 7, 1908, to Karl Schirmacher and Hermann Landers, of Hochst-On-The-Main, Germany, Assignors to Farbwerke Vorm. Meister Lucius & Bruning, Patent No.; of Hoechst-On-The-Main, Germany, ~~A Corporation of Germany, for "Red Vat Dye".~~

Owner: ~~5% of gross amounts~~ received from sale of product.
Revised to 2% of gross amts. dating from June 1, 1919

Royalty:

Reports to be filed June 1 and Dec. 1. Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid (Date)	Report received	Amount of Royalty	Royalty paid (Date
1/6/20	no mfg to Dec 1 1909				
6/5/20	Experimental work only thru	May 31, 1920			
12/7/20	No sales thru Nov 30	1920			
6/6/21	No mfg to June 1, 1921				
12/1/21	" " Dec 1, 1921				
8/3/22	No mfg to July 1, 1922				

PLAINTIFF'S EXHIBIT No. 324.

FILED BY ... OF JUSTICE

Consolidated Color & Chemical Co., 122 Hudson St., New York City.
(License) (Address)

License No. 57
~~335~~. Patent
Dated March 4, 1919

Subject re patent No. 868,697, dated August 30, 1910, to Albrecht Schmidt, Ernst Bryk, and Robert Voss, of Hoechst-On-The-Main, Germany, Assignors to Farbwerke Vorm. Meister Lucius & Patent No. Bruning, of Hoechst-On-The-Main, Germany, A Corporation of Germany, for "Vat Dye and Process of Making Same".

Owner: ~~5% of gross amounts~~ received from sale of product.

Revised to 2% of gross sales dating from June 1, 1919

Royalty:

Reports to be filed June 1, and Dec. 1 Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date)
1/6/20	no mfg to	Dec 1, 1919			
6/5/20	Experimental work only to	May 31, 1920			
12/7/20	No sales to	Nov 30, 1920			
6/6/21	No mfg to	June 1, 1921			
12/6/21	" "	Dec 1, 1921			
8/3/22	No mfg to	July 1, 1922			

PLAINTIFF'S EXHIBIT No. 335.

License No. 58

No. Patent

Dated March 4, 1919

Consolidated Color & Chemical Co., 122 Hudson St., New York City.
(License) (Address)

Subject re patent No. 1,025,138, dated May 7, 1913, to Erwin Hoffa, of Hoechst-On-The-Main, Germany, Assignor to Farbwerke Vorm. Meister Lucius & Bruning, of Hoechst-On-The-Main, Germany, A Corporation of Germany, for "Violet Blue Vat Dyestuff".

Owner: ~~5% of gross amounts~~ received from sale of product.

Revised to 2% of gross sales datum from June 1, 1919

Royalty:

Reports to be filed June 1 and Dec. 1 Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid (Date)	Report received	Amount of Royalty	Royalty paid (Date
1/6/20	no rufg to Dec 1, 1919				
6/5/20	Experimental work only thru May 31, 1920				
12/7/20	No sales thru Nov 30, 1920				
6/6/21	No rufg to June 1, 1921				
12/14/21	" " Dec 1, 1921				
8/3/22	No rufg to July 1, 1922				

Consolidated Color & Chemical Co. (License) 122 Hudson St., New York City. (Address)

License No. 59
46. Patent
Dated March 4, 1919

Subject re patent No. 999,439, dated August 1, 1911, to Karl Elbel and Edward Wray, of Biebrich, Germany, Assignors to The Firm of Kalle & Company, Aktiengesellschaft, of Biebrich

Patent No.: ~~Germany, for "Vat-Dyeing Coloring Matter".~~

Owner: ~~5% of gross amounts~~ received from sale of product.
Revised to 2% gross amts, dating from June 1, 1919

Royalty:

Reports to be filed June 1 and Dec. 1. Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid (Date)	Report received	Amount of Royalty	Royalty paid (Date)
1/6/20	no royalty to	Dec 1. 1919			
6/5/20	Experimental	work only threw	May 31, 1920		—
12/7/20	No sales	threw	Nov 30, 1920		—
6/6/21	No royalty	to June 1, 1921			—
12/1/21	"	Dec 1, 1921			—
8/3/22	No royalty	to July 1 1922			

PLAINTIFF'S EXHIBIT No. 327

Division of Laboratories & Research of the N. Y. State Dept. of Health. (License) New Scotland Ave., Albany, N.Y. (Address)

License 60;60(a); No. 60(b); 60(c). Patent

Dated 3/12/19

ubject Re patents to Erlich & Bertheim, of Frankfort-on-the-Main, Germany, Assignors to Farbwerke vorm. Meister Lucius & Bruning, of Hoch t-On-the-Main, Germany, A Corporation of Germany. 60. Product introduced as 'Salvarsan" or "606", now designated atent No. "Arsphenamine". 60(a), An ingredient and a process of making such ingredient. 60(b), Method of conserving and packing the finished product by enclosing in ampules. 60(c) The wner; procedure and method of administration.

oyalty: 1¢ per ampule of 0.6 grams content for each ampule used or sold by the licensee.

eports to be filed June 1 & Dec 1. Payments to be made July 1 and Jan 1.

Report ecoived	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date)
3/12/19--	5/31 19) No distribution yet made development work only.		(6/1/21-11/30/21)	$56.97	Acknd. 1/9/22
			(12/1/21-5/31/22)	37.74	" 8/7/22
(6/1/19--11/30/19)	$ .70	Acknd. 4/15/20	(6/1/22--7/2/22)	5.63	
(12/1/19-5/31/20)	$ 9.40	" 6/24/20			
(6/1/20-11/30/20)	50.92	" 1/6/21.			
(12/1/20-5/31/21)	135.30	" 7/7/21			

Semet-Solvay Company, (License) Solvay, N. Y. (Address)

License No. 61
~~No.~~ Patent
Dated March 4, 1919

Subject re patents relating to the manufacture of Ammonia

Patent(No.: See Schedule - to Badische Anilin & Soda Fabrik of Ludwigshafen a/Rhine Germany

~~5% of gross amounts~~ received by the licensee from sale of products.

Owner: Revised to 2% of gross amts, dating from June 1, 1919

Royalty:

Reports to be filed June 1 and Dec. 1 Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date
Dec 8/19	No operations to	Dec 1, 1919			
6/8/20	No operations thru' May 31, 1920				
12/20/20	Experimental Work only				
6/1/21	"	"			
11/5/22	No production thru' Nov. 30, 1922				
6/1/22 (12/1/21 - 7/1/22)	No production; No royalties accrued.				

STATED BY
NO. 72,411
DATE 6/16/23
APPRD. A.T.P.
CHKD. W.I.
DEPT. OF JUSTICE

PLAINTIFF'S EXHIBIT No. 329.

Massachusetts State Department of Health (License)	Boston, Mass (Address)	License No. 62; 62a; 62b; 62c. Dated 3/21/19

Subject Re patents to Erhlich & Bertheim, of Frankfort-on-the-Main, Germany, Assignors to Farbwerke vorm. Meister Lucius & Bruning, of Hochst-on-the-Main, Germany, a Corporation of Germany. 62, Product introduced as "Salvarsan" or 606, now designated "~~Arsphenamine 62a, An ingredient and a process of making such ingredient. 62b,~~ Method of conserving and packing the finished product by enclosing in ampules. 62c, The procedure and method of administration.

Patent No.:

Owner:

Royalty: 1¢ per ampule of 0.6 grams content for each ampule used or sold by licensee.

Reports to be filed June 1 and Dec. 1 Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date
Aug 27,'19	$ 33. 49	April 22, 1920	June 2,'22	$ 108.76	Acknd. 8/7/22
Jan. 15'20	77. 44	" " "	Aug.3.'22 (6/1/22-7-2/22)		$16.07
June 1',20	147. 46	July 23, 1920	12/2/22	7/1/22 - 11/30/22	# 85.76 - not paid
Nov. 30.'20	123. 59	Jan. 28, 1921		not reported at	this time. ask for
June 6.'21	164. 14	June 13, 1921			
Dec. 28.'21	107. 76	Jan. 21, 1922			

Horatio Nelson Fraser (License) — Transferred to Chemical Refining Syndicate 218 Lincoln Place, Brooklyn, N. Y. (Address)

License No. 63

No. Patent

Dated March 4, 1913

Subject re patent No. 994,437, dated June 6, 1911 to Ossian Aschan and Wilhelm Kempe, Assignors to Chemische Fabrik auf Actien(vorm. E. Schering), for Patent No.: "Process of Preparing Camphor".

Owner: ~~5% of gross sums~~ received from sale of product.

Revised to 2% of gross amts, dating from June 1, 1919

Royalty:

Reports to be filed June 1 and Dec. 1 — Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date
6/29/19	No sales				
12/15/20	No operations thru Nov 30, 1919.				
6/14/20	Experimental work only thru May 31, 1920.				
12/8/20	No sales				
6/13/21	No sales thru May 31, 1921 (Date of transfer to Chemical Refining Syndicate)				
5/16/22 (6/1/21-11/30/21)	No sales - Experimental work to date.				
6/2/22 (12/1/21 to 5/31/22)	No Sales				

PLAINTIFF'S EXHIBIT No. 331.

677

Green & Bauer, Inc., (License) Hartford, Conn. (Address) Cancelled

License No. 65.
~~No.~~ Patent.
Dated March 17, 1919

Subject re patent No. 1,122,011, dated December 22, 1914, to Julius Edgar Lilienfeld, of Leipzig, Germany, for "Process and Apparatus for Producing Roentgen Rays"; and patent No Patent No.: 1,218,423, dated March 6, 1917, to Julius Edgar Lilienfeld, of Leipzig, Germany, for "Roentgen Ray Tube".

Owner: ~~gross~~ 5% of amounts received from sale.

Royalty:

Reports to be filed Dec. 1 and June 1 Payments to be made January and June

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date)
7/30/19	No sales thru May 31/1919.				
1/16/20	No sales thru Nov. 30/1919				
Aug 27/1920	No sales to date and no royalty due				
	License Cancelled and terminated				
	October 20/1920				

Manhattan Bridge Plaza.

The Sperry Gyroscope Company. 36 Flatbush Ave Brooklyn, N. Y. | License No. 66
(License) (Address) | No. Patent.
36 Flatbush Extension Brooklyn N.Y. | Dated March 4, '19

Subject re patents to Herman Anschutz Kaempfe, Schuler, and Wolfgang Otto, of Neumuhlen, Germany, assignor to Anschutz & Company, of Neumuhlen, near Kiel, Germany, for "Gyroscopic Compasses".
Patent No.

Owner: 5% of the gross amounts received from sale of apparatus.

Royalty:

Reports to be filed June 1 and Dec. 1 Payments to be made July and January.

Report received	Amount of Royalty	Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date
7/30/19.	No mfg. thru May 31, 1919.				
June 12, 1920	no mfg thru Nov. 1919				
8/30/20	thru May 31, 1920. No operations to date.				
12/15/20	No operations thru Nov. 30, 1920.				
6/6/21	" mfg. thru 5/31/21				
12/16/21	" " " 11/30/21.				
8/1/22 (12/1/21 to 7/2/22)	No mfg.				

PLAINTIFF'S EXHIBIT No. 333.

679

Now American Atmos Corporation

Draeger Oxygen Apparatus Company, The — Wilkinsburg, Penn.

(License) (Address)

License 3

No. Trade-Mark

Dated Dec. 16, '18

Subject re Trade-Mark No. 94,620, registered December 23, 1913, to Drägerwerk, Heinr & Bernh. Drager, of Lubeck, Germany, for "Pulmotor".

Patent No.:

Royalty: the sum of $100 per year payable on the first day of July and January ~~of each year in instalments of $50 each.~~

Owner:

Royalty:

Reports to be filed Not stated. Payments to be made July and January.

Report received	Amount of Royalty		Royalty paid(Date)	Report received	Amount of Royalty	Royalty paid(Date
10/14/19	to 7/1/19	# 50.	ck Gi #100			
3/20/1920	to 1/1/20	50	to A. C. 3/20/1920			
			See Cancellation Issued Dec.			
Reinstated 7/22/20						

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PLAINTIFF'S EXHIBIT No. 334.

DEPT OF JUSTICE

License 3
No. Trade-Mark
Dated 12/16/18

Drager Oxygen Apparatus Company. (License) — Wilkinsburg, Penn. (Address)

American Atmos Corporation

Subject

Patent No.: Re Trade-Mark No. 94,620, registered December 23, 1913, to Drägerwerk, Heinr & Bernh, Dräger, of Lubeck, Germany, for "Pulmotor".

Owner: Royalty: The sum of $100 per year payable on the first day of July and January of each year in installments of $50 each.

Royalty:

Reports to be filed Not stated — Payments to be made July and Jan.

Report received	Amount of Royalty		Royalty paid(Date)
On audit	7/1/19	$ 50.00	
	1/1/20	50.00	
	7/1/20	50.00	
	1/1/21	50.00	
	7/1/21	50.00	
	1/1/22	50.00	
7/1/22	Due	$ 300.00	

Report received	Amount of Royalty		Royalty paid(Date)
(Payment	stopped Royalty	O.K. as follows:	
5/13/21	$ 100	00	
9/11/21	50	00	
1/10/22	50	00	
4/1/20	100	00	
	300	00	paid
7/1/22	$ 50.00	O.K. received	9/9/22

PLAINTIFF'S EXHIBIT No. 334. 681

5

The John Crerar Library Chicago, Ill. ✓ Copyright

re: copyright to O. Spaeter, Germany

For" die Schwefelfarbstoffe ihre Herstellung und Verwendung, mit Figuren, Chemische Technologie, Spezieller Teil - Dr. O. Lange, for period of copyright

Dated: March 30 1918

1% of the gross sums received from sale of Book

to May 1 November first

June 1 December 1

Subject to the regulations .11[d]

9/6/19 no sales —

2/27/20 no sales thru Oct 31, 1919

10/15/20 No sales to date.

5/16/21 no sales to date

5/8/22 No sales to date.

8/7/22 (5/8/22 - 7/2/22) No sales -

682 PLAINTIFF'S EXHIBIT No. 335.

PLAINTIFF'S EXHIBITS Nos. 336 to 399, Inclusive.

Plaintiff's Exhibit No. 661.

Stipulation Concerning Plaintiff's Exhibits Nos. 336 to 399, Inclusive.

DISTRICT COURT OF THE UNITED STATES DISTRICT OF DELAWARE

UNITED STATES OF AMERICA, *Plaintiff*, v. THE CHEMICAL FOUNDATION, INCORPORATED, *Defendant*.	In Equity. No. 502.

WHEREAS it is the desire of the parties hereto to simplify and shorten the printed record in this cause. Now, therefore, it is hereby

STIPULATED and agreed by and between the parties hereto, by their respective solicitors of record as follows:

In place of printing in full plaintiff's Exhibits 336 to 399, both inclusive, there shall be printed in full only Exhibits 336 and 338 (excluding the Exhibits attached to same), and in addition there shall be printed the following statement:

> "Plaintiff's Exhibits 336 to 399, both inclusive, are certified copies of all bills of complaint purporting to be brought under Section 10 (f) of the Trading with the Enemy Act by the defendant herein, The Chemical Foundation, Inc., as

plaintiff against Frank White, as Treasurer of the United States, and various licensees as defendants for the purpose of collecting compensation under Federal Trade Commission licenses affecting or involving patents, trade marks, and other rights involved in this suit of the United States of America against the Chemical Foundation, Incorporated.

"A full and complete list of said various suits, giving the names of the defendants in each of said suits and the United States District Court in which each of said suits, respectively, has been brought and the numbers of the Federal Trade Commission licenses involved in each of said respective suits, is included in the Schedule "A" of suits offered as the defendant's Exhibit #287, and reference thereto for further specification and identification of said suits is here made. The bills of complaint in the suits involving licenses 18; 19; 28; 29; 30 and 38; are substantially like the bill of complaint offered as plaintiff's Exhibit #336, (involving license #27) printed in full here; and the bills of complaint in the suits involving licenses 1 and 1-A to 1-D inclusive; 2 and 2-A to 2-D inclusive; 7; 8 and 8-A to 8-D inclusive; 9; 10; 15; 34; 34-A; 35; 36; 39; 42; 43; 44; 46; 47; 50; 52; 53; 54; 55; 56; 57; 58; 59; 61 and 63 are substantially like plaintiff's Exhibit #338, (involving license #5) printed in full."

It is further agreed that this stipulation is entered into solely for the purpose of this action and shall not be used for or against either party hereto in any other place or any other action, and in so stipulating the defendant does not waive any objections heretofore

made by it to the admission in evidence of any of plaintiff's Exhibits numbered 336 to 399 inclusive.
Dated, at Wilmington, Delaware,
this 19 day of July, 1923.

UNITED STATES OF AMERICA,
Plaintiff,
By (Sgd.) HERMAN J. GALLOWAY,
Solicitor.
THE CHEMICAL FOUNDATION, INC.
By (Sgd.) LUCIEN H. BOGGS,
Solicitor.

PLAINTIFF'S EXHIBIT No. 336.

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

JUNE TERM, 1922. No.

IN EQUITY.

The Chemical Foundation, Incorporated, Plaintiff,
vs.
National Aniline & Chemical Company, Inc., a Corporation,
and
Frank White as Treasurer of the United States, Defendants.

BILL OF COMPLAINT.

I.

TO THE HONORABLE THE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA:

Plaintiff is The Chemical Foundation, Incorporated, a corporation of the State of Delaware and a

citizen of said State, with its principal office in the City of Wilmington in said State. The defendants are National Aniline & Chemical Company, Inc., a corporation of the State of New York, which has its principal place of business at Marcus Hook, Delaware County, Pennsylvania, in the District aforesaid; and Frank White, as Treasurer of the United States, who resides and as such officer has his office in the City of Washington, District of Columbia.

II.

This suit is brought under Section 10 of the Act of Congress, approved October 6, 1917, known as the "Trading with the Enemy Act," as amended.

III.

Heretofore the following Letters Patent of the United States of America were granted and issued, to-wit: 682,523, 715,662, 724,789, 734,325, 734,866 739,145, 739,579, 753,659, 754,768, 787,859, 796,393, 809,892, 818,336, 818,992, 828,778, 844,914, 856,811, 863,397, 876,810, 906,367, 925,917, 929,442, 948,204, 955,105, 958,325, 961,048, 961,612, 970,878, 999,062, 1,003,268, 1,063,172, 1,063,173, 1,104,943 and 1,145,934; the names of the inventors and patentees, the dates of issuance and the title or description of the several inventions or discoveries indicating their nature and design being set forth in the said Letters Patent. Copies of the specifications thereof are hereto annexed, made a part hereof, and marked Exhibits A-1 to A-34 inclusive, and the said Letters Patent or certified copies thereof are ready to be produced at the hearing of this cause. The inventors named in each of said Letters Patent were the original, first and sole inventors of the respective inventions or discoveries

therein set forth, and lawfully filed and prosecuted applications for said Letters Patent; and having complied in all respect with the statutes and the rules of the Patent Office, the said Letters Patent were lawfully granted and issued pursuant to said applications.

Each of the said inventions or discoveries of said inventors was new, useful and not known or used by others in this country before his invention or discovery thereof, and not patented or described in any printed publication anywhere before his invention or discovery thereof, or more than two years prior to his application for United States patent, and not in public use or on sale in the United States for more than two years prior to the application, and not patented in any foreign country on an application filed more than twelve months before his said application was filed in the United States, and not abandoned.

IV.

Under authority of and in conformity with the said "Trading with the Enemy Act" and the Executive Orders made pursuant thereto, the Federal Trade Commission on or about the 28th day of June, 1918 granted upon the terms and conditions therein stated a certain license under Section 10 of said Act to the defendant, National Aniline & Chemical Company, Inc., under the aforementioned Letters Patent, as more fully set forth in the copy of said license hereto annexed, made a part hereof, marked Exhibit B. Said license, among other things, provided that the said defendant should pay to the Alien Property Custodian semi-annually a royalty of five per cent (5%) of the net profit derived from the sale of the products included in said license.

V.

On or about the 26th day of November, 1919 by order of the Federal Trade Commission acting under like authority, said license was amended so as to provide that from and after July 1, 1919 royalty payable thereunder should be at the rate of two per cent (2%) of the gross amounts received by the defendant licensee from the sale of the products included in said license, as more fully set forth in the copy of said order hereto annexed, made a part hereof, marked Exhibit C.

VI.

Subsequent to the granting of the license aforesaid, the Alien Property Custodian, acting under authority of and in conformity with the "Trading with the Enemy Act," as amended, and the proclamations and Executive Orders made pursuant thereto, after investigation, determined to be enemy owned and seized as enemy owned all of the said Letters Patent and every right, title and interest with respect thereto; and thereafter under authority of and in conformity with law as aforesaid, the said Custodian sold to the plaintiff said Letters Patent and every right, title and interest with respect thereto. The said seizures and the instruments evidencing said sales were duly filed and recorded in the United States Patent Office, all as will more fully appear from the schedule hereto annexed, made a part hereof, marked Exhibit D, which seizures and instruments are by reference made a part hereof.

VII.

By reason of the foregoing plaintiff became on, to-wit, the 10th day of April, 1919 and now is the sole owner of the said Letters Patent and the inventions and discoveries covered thereby and of every right,

title and interest therein, including the rights inuring to the "owner" of said Letters Patent under Section 10 of the "Trading with the Enemy Act."

VIII.

Plaintiff is informed and believes and states the fact to be that the said license is still in full force and effect and the defendant, National Aniline & Chemical Company, Inc., has operated and acted thereunder and continues so to do, and has realized and continues to realize divers proceeds from the sale of products included therein; but plaintiff is not informed as to what moneys, if any, may have been paid or are payable by said defendant to the Alien Property Custodian, as required by the terms of said license, nor as to what moneys, if any, are now held by the defendant Treasurer of the United States by virtue thereof.

IX.

In addition to the inventions covered by the Letters Patent enumerated in Paragraph III hereof, there were licensed by the aforementioned license such other inventions owned or controlled by an enemy or ally of an enemy as might be found desirable in order to further the purposes and intent of said license, as more particularly set forth therein; and plaintiff is the owner of divers inventions covered by United States Letters Patent other than those specified in said Paragraph III which at divers times were determined by the Alien Property Custodian to be enemy or ally of enemy owned and as such were seized and sold to the plaintiff, and which may have been used by the defendant licensee as desirable for the furtherance of the intent and purposes of said license. Plaintiff is not informed as to which, if any, of said additional Letters Patent owned by it were so used by the defendant li-

censee, nor as to the nature or extent of such use; but such Letters Patent, if any there be, are hereinafter referred to as "additional licensed patents." With reference to each of such additional licensed patents, each and every the allegations, so far as applicable of Paragraph III hereof and each and every the allegations, so far as applicable of Paragraph VI hereof, are hereby by reference repeated and alleged as fully as though incorporated herein. By reason of the premises the plaintiff became and now is the sole owner of the said additional licensed patents and the inventions and discoveries covered thereby, and of every right, title and interest therein, including the rights inuring to the "owner" of Letters Patent under Section 10 of the "Trading with the Enemy Act."

WHEREFORE, the premises considered, the plaintiff prays as follows:

First.—That the usual process of this Court be issued to and served upon the defendant, National Aniline & Chemical Company, Inc., and that by special order of this Court under Section 17 of the "Trading with the Enemy Act," process be by the Clerk of this Court transmitted to the United States Marshal of the District of Columbia to be by him served upon the defendant, Frank White, as Treasurer of the United States.

Second.—That said defendant, National Aniline & Chemical Company, Inc., be required to make full and true discovery of its operations under said license and its profits thereunder with respect to the Letters Patent involved in this proceeding from and after the time plaintiff became the owner thereof, as aforesaid, including the exact specification of the Letters Patent under which such operations were conducted, and that upon such discovery being had, the plaintiff be given leave to make such amendment to this bill of complaint as it may be advised.

Third.—That this Court do fix and determine the amount of a reasonable royalty for the use and enjoyment of said Letters Patent under said license subsequent to the time last mentioned and do adjudge and decree the payment thereof to the plaintiff.

Fourth.—That an accounting be taken by this Court or under its direction to ascertain the amounts due by the defendant, National Aniline & Chemical Company, Inc., to the plaintiff in the premises, and to ascertain the amounts paid by said defendant to the Alien Property Custodian and now held by the defendant, Frank White, as Treasurer of the United States.

Fifth.—That upon the stating of said account the defendant, Frank White, as Treasurer of the United States, be ordered to pay to the plaintiff the money, if any, so deposited with him under said license, or so much of said deposit as is necessary to satisfy the judgment and decree of this Court; and if such deposit be insufficient to pay such judgment and decree in full, that the plaintiff have decree against the said defendant, National Aniline & Chemical Company, Inc., for the deficiency.

Sixth.—That by decree of this Court the said license issued by the Federal Trade Commission to the defendant, National Aniline & Chemical Company, Inc., be cancelled and terminated; that said defendant be ordered to surrender the same to said Commission for cancellation; and that from and after the issuance of such decree the said defendant, National Aniline & Chemical Company, Inc., its officers, agents, servants, employees and all persons acting or claiming to act by, through or under the said defendant, be enjoined and restrained until the expiration of said Letters Patent from making, using or selling within the United States the inventions or discoveries described and claimed in the said Letters Patent, including said additional licensed patents, and for the period

aforesaid be enjoined and restrained from asserting or claiming any right, title or interest under the said license or the said Letters Patent.

Seventh.—That the plaintiff may have such other and further relief as may be consonant with equity and as the nature of the case may require.

(Sgd.) DUANE, MORRIS & HECKSCHER,
DUANE, MORRIS & HECKSCHER,
Solicitors of Plaintif.

(Sgd.) EVARTS, CHOATE, SHERMAN & LEON,
Of Counsel.

PLAINTIFF'S EXHIBIT No. 338.

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

THE CHEMICAL FOUNDATION, INCORPORATED, *Plaintiff,* *v.* RECTOR CHEMICAL COMPANY, INC. (a corporation) and FRANK WHITE as TREASURER OF THE UNITED STATES, *Defendants.*	Bill of Complaint, Equity No. 24/129

To the Honorable Judges of Said Court in Chancery Sitting:

I

Plaintiff is THE CHEMICAL FOUNDATION, INCORPORATED, a corporation of the State of Delaware and a citizen of said state, with its principal office in the City of Wilmington in said state. The defendants are

RECTOR CHEMICAL COMPANY, INC., a corporation of the State of New York, which has its principal place of business at No. 2 Rector St., in the Borough Manhattan, in the City of New York, in the District aforesaid; and FRANK WHITE, as Treasurer of the United States, who resides and as such officer has his office in the City of Washington, District of Columbia.

II

This suit is brought under Section 10 of the Act of Congress, approved October 6, 1917, known as the "Trading with the Enemy Act," as amended.

III

On or about the 13th day of February, 1906, Letters Patent of the United States of America, No. 812,554, were granted and issued to Alfred Einhorn, of Munich, Germany, Assignor to Farbwerke vorm. Meister Lucius & Bruning, of Hochst-on-the-Main, Germany, a corporation of Germany; the title or description of the invention or discovery indicating its nature and design being set forth in the said Letters Patent. A copy of the specifications thereof is hereto annexed, made a part hereof, marked Exhibit A and the said Letters Patent or a certified copy thereof are ready to be produced at the hearing of this cause. The inventor therein named was the original, first and sole inventor of said invention or discovery, and lawfully filed and prosecuted application for said Letters Patent; and having complied in all respects with the statutes and the rules of the Patent Office, the said Letters Patent were lawfully granted and issued pursuant to said application.

The said invention or discovery of the said inventor was new and useful, and not known or used by others in this country before his invention or dis-

covery thereof, and not patented or described in any printed publication anywhere before his invention or discovery thereof, or more than two years prior to said application for United States patent, and not in public use or on sale in the United States for more than two years prior to said application, and not patented in any foreign country on an application filed more than twelve months before his said application filed in the United States, and not abandoned.

IV

Under authority of and in conformity with the said Trading with the Enemy Act and the Executive Orders made pursuant thereto, the Federal Trade Commission on or about the 17th day of December, 1917, granted upon the terms and conditions therein stated a certain license under Section 10 of said Act to the defendant, RECTOR CHEMICAL COMPANY, INC., under the aforementioned Letters Patent, as more fully set forth in the copy of said license hereto annexed, made a part hereof, marked Exhibit B. Said license, among other things, provided that the said defendant should pay to the Alien Property Custodian semi-annually a royalty of five per cent (5%) of the gross sums received by the said defendant licensee from the sale of the product so licensed to be made.

V

Subsequent to the granting of the license aforesaid, the Alien Property Custodian, acting under authority of and in conformity with the Trading with the Enemy Act, as amended, and the proclamations and executive orders made pursuant thereto, after investigation, determined to be enemy owned and seized as enemy owned the said Letters Patent and every

right, title and interest with respect thereto, and thereafter, under authority of and in conformity with law as aforesaid, the said Custodian sold to the plaintiff said Letters Patent, and every right, title and interest with respect thereto.

The said seizure dated the 21st day of March, 1919, was duly filed and recorded in the United States Patent Office on the 26th day of March, 1919, in Liber T-106, page 361, and the instruments evidencing said sale, dated the 10th day of April, 1919, and the 1st day of March, 1921, were duly filed and recorded in said office on the 21st day of April, 1919, and on the 3d day of March, 1921, in Liber Y-107, page 1, and Liber Q-112, page 301, respectively, which seizure and instruments are by reference made a part hereof.

VI

By reason of the foregoing plaintiff became on, to wit, the 10th day of April, 1919, and now is the sole owner of the said Letters Patent and the inventions and discoveries covered thereby and of every right, title and interest therein, including the rights inuring to the "owner" of said Letters Patent under Section 10 of the Trading with the Enemy Act.

VII

Plaintiff is informed and believes and states the fact to be that the said license is still in full force and effect and the defendant, Rector Chemical Company, Inc., has operated and acted thereunder and continues so to do and has realized and continues to realize divers proceeds from the sale of products included therein; but plaintiff is not informed as to what moneys, if any, may have been paid or are payable by said defendant to the Alien Property Custodian, as required by the terms of said license, nor as to what

moneys, if any, are now held by the defendant Treasurer of the United States by virtue thereof.

WHEREFORE, The premises considered, the plaintiff prays as follows:

First. That the usual process of this court be issued to and served upon the defendant, RECTOR CHEMICAL COMPANY, INC.; and that by special order of this court under Section 17 of the Trading with the Enemy Act, process be by the Clerk of this Court transmitted to the United States Marshal of the District of Columbia to be by him served upon the defendant, Frank White as Treasurer of the United States.

Second. That said defendant, RECTOR CHEMICAL COMPANY, INC., be required to make full and true discovery of its operations under said license and its profits thereunder with respect to the Letters Patent involved in this proceeding from and after the time plaintiff became the owner thereof, as aforesaid.

Third. That this court do fix and determine the amount of a reasonable royalty for the use and enjoyment of said Letters Patent under said license subsequent to the time last mentioned and do adjudge and decree the payment thereof to the plaintiff.

Fourth. That an accounting be taken by this court or under its direction to ascertain the amounts due by the defendant, RECTOR CHEMICAL COMPANY, INC., to the plaintiff in the premises, and to ascertain the amounts paid by said defendant to the Alien Property Custodian and now held by the defendant Frank White as Treasurer of the United States.

Fifth. That upon the stating of said account the defendant, Frank White, as Treasurer of the United States, be ordered to pay to the plaintiff the money, if any, so deposited with him under said license, or so much of said deposit as is necessary to satisfy the

judgment and decree of this court; and if such deposit be insufficient to pay such judgment and decree in full, that the plaintiff have decree against the said defendant, RECTOR CHEMICAL COMPANY, INC., for the deficiency.

Sixth. That by decree of this court the said license issued by the Federal Trade Commission to the defendant, RECTOR CHEMICAL COMPANY, INC., be cancelled and terminated; that said defendant be ordered to surrender the same to said Commission for cancellation; and that from and after the issuance of such decree the said defendant, RECTOR CHEMICAL COMPANY, INC., its officers, agents, servants, employees and all persons acting or claiming to act by, through or under the said defendant, be enjoined and restrained until the expiration of said Letters Patent from making, using, or selling within the United States the inventions or discoveries described and claimed under the said Letters Patent; and for the period aforesaid be enjoined and restrained from asserting or claiming any right, title or interest under the said license or the said Letters Patent.

Seventh. That the plaintiff may have such other and further relief as may be consonant with equity and as the nature of the case may require.

EVARTS, CHOATE, SHERMAN & LEON,
Solicitors for Plaintiff.

(Sgd.) JOSEPH H. CHOATE, JR.,
Of Counsel.

STATEMENT OF PAYMENTS TO ALIEN PROPERTY CUSTODIAN ON PRE-WAR CONTRACT ASSIGNED TO CHEMICAL FOU

Trust No.	Issued To	Date Patent Issue	Patent No.	Date of Contract	Date Expiration Contract	Date Receipt by A. P. C.	Date Deposit with U. S. Treasur.	Remarks (See Affdvt. from U. S. Treasur)	Date of Ctf. of Deposit From U. S. Treas.
734	General Ceramics Co., Inc.	10-12-09	936844	5-10-13	Indefinite	5-15-18	5-23-18		6- 1-18
"	"	1-12-15	1124380	"	"	8-22-18	9- 3-18		9-19-18
"	"	6- 9-14	1099451	7-26-13	"	12-24-18	3- 6-19		6- 7-19
"	"	"				4-17-19	5- 3-19		5-27-19
"	"					3-31-20	4- 9-20		4-21-20
8876	F. H. Kindel	7- 1-02	703940	1-18-16	7- 1-19	2-11-18	2-13-18		3- 6-18
"	"	"				4-17-18	4-25-18		5- 7-18
"	"	"				8- 8-18	8-30-18		9-25-18
"	"	"				10-30-18	11- 8-18		11-26-18
38 "	"	"				10-20-21		See Affd. of Trs.	4-16-18
3816	Contract Process Co.	(not given)	(not given)	5-26-02	8-20-18	3-23-18		"	
"	"			"	"	5-13-18		"	
"	"			"	"	7-25-18		"	
"	"					10- 9-18		"	
28323	Reinschild Chemical Co.	8-25-08	896807						
		12-14-09	943163	12-28-05	Indefinite	11-22-18	12-13-18		1- 7-19
3816	Stallman & Co.	1-24-99	618167	10-27-08	5-11-18	2-14-18		"	
"	"	1-24-99	618168	"	"	5-23-18		"	
"	"	7- 4-99	627981	"	"	10- 1-18		"	
"	"	12-10-95	TM 27454	"	"	7-31-18		"	
"	"	4-13-97	" 29836	"	"	1- 2-18		"	
"	"	4-13-97	" 29831	"	"	4- 1-19		"	
"	"			"	"	7- 2-19		"	
"	"			"	"	10- 7-19		"	
"	"			"	"	2- 3-20		"	
"	"			"	"	4- 3-20		"	
"	"			"	"	7- 3-20		"	
34378	Freida Lolb	5-13-02	700056	12- 7-13	Life Pat.	3- 8-22		"	
"	"	2- 2-04	751303	2- 3-14	"				
"	"	6-19-06	823688		"				
"	"	12-25-06	839396		"				
"	"	11- 8-10	975081		"				
"	"	3-25-13	1057174		"				
"	"	7-25-16	1192569		"				
21180	Beckton Dickinson & Co.	6-19-06	823859	6- 1-12	"	5-23-18	8-16-18		8-26-18
"	"					5- 8-19	5-12-19		5-27-19
"	"					8-26-21		"	
963	Pacific Flush Tank Co.	6-15-09	924664	5-26-11	5-26-13	2-28-18	3- 1-18		3-12-18
"	"	12-10-10	978889	"	"				
"	"	3-18-13	1056548	"	"				
"	"	3-25-13	1057154	"	"				
"	"	2-18-13	1053396	"	"				
3362	Kneipp Malt Food Co.	1-23-94	513252	6-26-95	Life Pat.	2- 8-19		"	
"	"				"	8-12-18	8-29-18		9-18-18
"	"					1-24-19	1-31-19		2-26-19
"	"					5-23-19	5-26-19		6-16-19
11269	Eastman Kodak Co.	6-20-16	1188376	8- 5-12	Conditional	3-14-18		"	
"	"	2-20-17				8-24-18		"	
"	"					8-12-18		"	
"	"					1- 4-19		"	
"	"					7-28-19		"	
204	National Carbon Co.	Not Stated	Not stated	9-23-14	9-23-29	4- 4-18		"	
"	"	"				4-12-20		"	
3722	Montanin Co.	12-24-07	TM 66726	8-26-15	Indeterminate	7-17-18	7-24-18		8- 6-18
"	"	"				9- 9-18	9-13-18		9-30-18
"	"	"				12- 6-18	12-13-18		1- 7-19
"	"	"				3-14-19	3-26-19		4- 7-19

IN RE CHEMICAL FOUNDATION.

Sheet 1

OF PAYMENTS TO ALIEN PROPERTY CUSTODIAN ON PRE-WAR CONTRACT ASSIGNED TO CHEMICAL FOUNDATION.

	Date Patent Issue	Patent No.	Date of Contract	Date Expiration Contract	Date Receipt by A. P. C.	Date Deposit with U. S. Treasur.	Remarks (See Affdvt. from U. S. Treasur)	Date of Ctf. of Deposit From U. S. Treas.	Number of Certificate of Deposit	Amount	Totals.
	:10-12-09	936844	5-10-13	Indefinite	: 5-15-18	5-23-18		6- 1-18	5171	3,019.17	
	: 1-12-15	1124380	"	"	: 8-22-18	9- 3-18		9-19-18	11163	1,874.75	
	: 6- 9-14	1099451	7-26-13	"	:12-24-18	3- 6-19		6- 7-19	30424	1,230.44	
	: "				: 4-17-19	5- 3-19		5-27-19	30010	2,115.34	
					: 3-31-20	4- 9-20		4-21-20	47717	57.54	8,297.24
	: 7- 1-02	703940	1-18-16	7- 1-19	: 2-11-18	2-13-18		3- 6-18	1082	125.00	
	: "				: 4-17-18	4-25-18		5- 7-18	3386	250.00	
	: "				: 8- 8-18	8-30-18		9-25-18	11366	125.00	
	: "				:10-30-18	11- 8-18		11-26-18	15066	125.00	
	: "				:10-20-21		See Affd. of Trs.	4-16-18	2342	238.89	863.89
	(not given)	(not given)	5-26-02	8-20-18	: 3-23-18		"			1,029.05	
			"	"	: 5-13-18		"			18.63	
			"	"	: 7-25-18		"			22.38	
					:10- 9-18		"			51.30	1,121.36
	8-25-08	896807									
	12-14-09	943163	12-28-05	Indefinite	11-22-18	12-13-18		1- 7-19	18287	396.39	396.39
	1-24-99	618167	10-27-08	5-11-18	2-14-18		"			173.53	
	1-24-99	618168	"	"	5-23-18		"			51.05	
	7- 4-99	627981	"	"	10- 1-18		"			10.16	
	12-10-95	TM 27454	"	"	7-31-18		"			19.06	
	4-13-97	" 29836	"	"	1- 2-18		"			8.38	
	4-13-97	" 29831	"	"	4- 1-19		"			8.80	
			"	"	7- 2-19		"			14.49	
			"	"	10- 7-19		"			22.49	
			"	"	2- 3-20		"			15.22	
			"	"	4- 3-20		"			10.24	
			"	"	7- 3-20		"			13.41	346.83
	5-13-02	700056	12- 7-13	Life Pat.	: 3- 8-22		"			350.00	
	2- 2-04	751303	2- 3-14	"	:						
	6-19-06	823688		"	:						
	12-25-06	839396		"	:						
	11- 8-10	975081		"	:						
	3-25-13	1057174		"	:						
	7-25-16	1192569		"	:						
	6-19-06	823859	6- 1-12	"	5-23-18	8-16-18		8-26-18	9441	180.00	
					5- 8-19	5-12-19		5-27-19	30067	90.00	
					8-26-21		"			11.42	281.42
	6-15-09	924664	5-26-11	5-26-13	2-28-18	3- 1-18		3-12-18	1192	3,450.66	3,450.66
	12-10-10	978889	"	"	:						
	3-18-13	1056548	"	"	:						
	3-25-13	1057154	"	"	:						
	2-18-13	1053396	"	"	:						
	1-23-94	513252	6-26-95	Life Pat.	2- 8-19		"			2,951.38	
			"		8-12-18	8-29-18		9-18-18	10757	544.54	
					1-24-19	1-31-19		2-26-19	21922	389.99	
					5-23-19	5-26-19		6-16-19	30893	227.07	4,112.98
	6-20-16	1188376	8- 5-12	Conditional	3-14-18		"			6,897.70	
	2-20-17				8-24-18		"			43.20	
					8-12-18		"			2,116.80	
					1- 4-19		"			2,160.00	
					7-28-19		"			497.25	11,714.95
	Not Stated	Not stated	9-23-14	9-23-29	4- 4-18		"			720.00	
	"				4-12-20		"			212.00	932.00
	12-24-07	TM 66726	8-26-15	Indeterminate	7-17-18	7-24-18		8- 6-18	7975	75.00	
	"				9- 9-18	9-13-18		9-30-18	11729	75.00	
	"				12- 6-18	12-13-18		1- 7-19	18308	75.00	
	"				3-14-19	3-26-19		4- 7-19	25922	75.00	300.00

PLAINTIFF'S EXHIBIT No. 400.

IN RE CHEMICAL FOUNDATION.

STATEMENT OF PAYMENTS TO ALIEN PROPERTY CUSTODIAN ON PRE-WAR CONTRACT ASSIGNED TO CHEMICAL

Trust No.	Issued To	Date Patent Issue	Patent No.	Date of Contract	Date Expiration Contract	Date Receipt by A. P. C.	Date Deposit with U. S. Treasur.	Remarks (See Affdvt. from U. S. Treasur)	D... U.
12681	American Kitchen Prod. Co.	Not Stated	Not stated	5-10-19	Indeterminate	4-24-18	8-21-18		
"	"					8-12-18	8-21-18		
"	"					10-19-18	10-23-18		1
"	"					2-18-19	3- 1-19		
"	"					4-26-19	4-29-19		
"	"					7-16-19	7-18-19		
"	"					10-22-19	10-25-19		1
"	"					2-28-20	3- 4-20		
"	"					5- 3-20	5- 7-20		
"	"					4- 6-18		See Affd. of Trs.	
"	"					5- 8-18		"	
"	"					6- 8-18	7-13-18		
"	"					7-15-18	8-21-18		
"	"					9-10-18	9-14-18		1
"	"					8-16-18	9- 6-18		
17647	Stearns Rogers Mfg. Co.	11-11-13	1078125	12-20-12	Indefinite	5-21-18	6-11-18		
"	"	"	"			5-21-18	6-11-18		Lib.
"	"	"	"			5-31-18	6-11-18		
2267	Lehn & Fink	6-12-06 TM	53937	2- 5-14	Indefinite	9-11-18		"	
"	"	"	53938	"	"	10-15-18		"	
"	"					12-28-18		"	
"	"					2- 8-18		"	
18678	Arabol Mfg. Co.	11- 1-10	974448	10-12-08	Life Pat.	7- 3-18	7-16-18		7
"	"					2- 5-19	2-11-19		4
"	"					12-10-19	12-12-19		12
986	American Creosoting Co. of N. F.	10-22-07	12707	7-16-09	Not given	5-16-18		"	
		9-23-02	709799						
		11-14-11	1008864						
"	Atlantic Coast Line R. R. Co.	"	"	11-28-13	"	1-28-18		"	
"	Ayer & Lord Tie Co.	"	"	11-19-07	"	3-11-18		"	
"	Boston Elevated Railway Co.	"	"	12-27-15	"	1-28-18		"	
"	"	"	"	"	"	2- 9-19		"	
"	Central of Georgia Ry Co.	"	"	4-15-12	"	3- 6-18		"	
"	"	"	"	"	"	3- 6-18		"	
"	The Gulf Creosoting Co.	"		5-19-08	"	4-25-18		"	
986	The Jennison Wright Co.	11-14-11	1008864	6-21-13	Not Stated	5- 6-18	8-23-18	See Affdvt. of Treas.	9
"	Kettle River Lumber Co.	"	"	1-17-12	"	8- 8-18		"	
"	Lembcke von Bermuth & Co.	"	"	4-19-07	"	2- 1-18		"	
"	National Lumber & Creosoting Co.	"	"	1910	"	4-30-18		"	7
"	Ohio Wood Preserving Co.	"	"	Not dated	"	4-22-18		"	
"	Pittsburgh Wood Preserving Co.	"	"	9-22-10	"	4-20-18		"	
"	Pennsylvania R. R. Co.	"	"	3-30-11	"	1-09-19	2- 3-19	"	2
"	"	"	"	"	"	1-30-18		"	
"	Philadelphia & Reading Ry Co.	"	"	12-18-12	"	1-31-18		"	
"	Pacific Creosoting Co.	"	"	1-28-14	"	2- 5-18		"	
"	Southern Creosoting Co.	"	"	6-25-14	"	2-16-18		"	
"	Santa Fe Tie & Lumber Preserving Co.	"	"	1-16-05	"	3-18-18		"	
"	St. Helena Creosoting Co.	"	"	10-24-13	"	4-25-18		"	

SUMMARY

Payments as above shown		152,758.04
Trust #11269 short	44.00	
" 3816 over	.27	43.73
Total		$152,801.77
Exhibit # 194 (Storck)		$152,801.77

IN RE CHEMICAL FOUNDATION.

PAYMENTS TO ALIEN PROPERTY CUSTODIAN ON PRE-WAR CONTRACT ASSIGNED TO CHEMICAL FOUNDATION.

	Date Patent Issue	Patent No.	Date of Contract	Date Expiration Contract	Date Receipt by A. P. C.	Date Deposit with U. S. Treasur.	Remarks (See Affdvt. from U. S. Treasur)	Date of Ctf. of Deposit From U. S. Treas.	Number of Certificate of Deposit	Amount	Totals.
l. Co.	Not Stated	Not stated	5-10-19	Indeterminate	4-24-18	8-21-18		9- 5-18	9968	3,455.93 }	
					8-12-18	8-21-18		9- 5-18	9968	1,848.06 }	
					10-19-18	10-23-18		11-15-18	13589	3,353.19	
					2-18-19	3- 1-19		3-26-19	24342	5,618.30	
					4-26-19	4-29-19		5-24-19	29873	4,059.87	
					7-16-19	7-18-19		8-19-19	35286	2,170.07	
					10-22-19	10-25-19		11- 6-19	40322	3,052.05	
					2-28-20	3- 4-20		3-16-20	45987	2,455.50	
					5- 3-20	5- 7-20		5-20-20	49461	2,856.04	
					4- 6-18		See Affd. of Trs.			5,000.00	
					5- 8-18		"			5,000.00	
					6- 8-18	7-13-18		7-29-18	7538	5,000.00	
					7-15-18	8-21-18		9- 5-18	19979	5,000.00	
					9-10-18	9-14-18		10- 4-18	11926	7,058.62	
					8-16-18	9- 6-18		9-26-18	11430	5,000.00	60,927.63
	11-11-13	1078125	12-20-12	Indefinite	5-21-18	6-11-18		7- 2-18	6653	25.00	
	"	"			5-21-18	6-11-18		Lib. Bonds		6,000.00 }	8,025.00
	"	"			5-31-18	6-11-18		"		2,000.00 }	
	6-12-06 TM	53937	2- 5-14	Indefinite	9-11-18		"			8,480.05	
	" "	53938	"	"	10-15-18		"			768.14	
					12-28-18		"			596.62	
					2- 8-18		"			2,702.07	12,546.88
	11- 1-10	974448	10-12-08	Life Pat.	7- 3-18	7-16-18		7-29-18	7467	213.09	
					2- 5-19	2-11-19		4-15-19	26354	136.10	
					12-10-19	12-12-19		12-22-19	42278	21.45	370.64
of N. F.	10-22-07	12707	7-16-09	Not given	5-16-18		"			1,579.26	1,579.26
	9-23-02	709799									
	11-14-11	1008864									
B. Co.	"	"	11-28-13	"	1-28-18		"			1,943.81	1,943.81
	"	"	11-19-07	"	3-11-18		"			13,472.84	13,472.84
Co.	"	"	12-27-15	"	1-28-18		"			320.86	320.86
	"	"	"	"	2- 9-19		"			24.29	24.29
Co.	"	"	4-15-12	"	3- 6-18		"			1,464.99	1,464.99
	"	"	"	"	3- 6-18		"			84.29	84.29
	"		5-19-08	"	4-25-18		"			55.81	55.81
											132,984.02
									Forwarded		132,984.02
	11-14-11	1008864	6-21-13	Not Stated	5- 6-18	8-23-18	See Affdvt. of Treas.	9-12-18	10564	626.10	626.10
	"	"	1-17-12	"	8- 8-18		"			650.12	650.12
Co.	"	"	4-19-07	"	2- 1-18		"			10,352.72	10,352.72
oting Co.	"	"	1910	"	4-30-18		"	7-12-18	7017	2,252.74	2,252.74
Co.	"	"	Not dated	"	4-22-18		"			26.45	26.45
ing Co.	"	"	9-22-10	"	4-20-18		"			870.80	870.80
	"	"	3-30-11	"	1-09-19	2- 3-19	"	2-15-19	20709	55.38	55.38
	"	"	"	"	1-30-18		"			2,196.63	2,196.63
Ry Co.	"	"	12-18-12	"	1-31-18		"			1,646.51	1,646.51
	"	"	1-28-14	"	2- 5-18		"			65.49	65.49
	"	"	6-25-14	"	2-16-18		"			3.36	3.36
Preserving Co.	"	"	1-16-05	"	3-18-18		"			773.21	773.21
	"	"	10-24-13	"	4-25-18		"			254.51	254.51
											$152,758.04

SUMMARY

Payments as above shown		152,758.04
Trust #11269 short	44.00	
" 3816 over	.27	43.73
Total		$152,801.77
Exhibit # 194 (Storck)		$152,801.77

License No.	Issued To	License No.	Date License Issued
1, 1A, 1B, 1C, 1D	Farbwerke vorm Meister Lucius & Bruning and The Dermatological Research Laboratories	1, 1A, 1B, 1C	Nov. 26, 1917
" " " " "	" " " "	1D	March 4, 1918
2, 2A, 2B, 2C, 2D	Farbwerke vorm Meister Lucius & Bruning and Takamine Laboratory, Inc.	2, 2A, 2B, 2C	Nov. 26, 1917
" " " " "	" " " "	2D	March 4, 1918
4	Farbwerke Hoechst Co. & Farbwerke vorm Meister Lucius & Bruning	4	Dec. 17, 1917
3	" " " " " " " "	3	Nov. 26, 1917
5	Rector Chemical Co. & Farbwerke vorm Meister Lucius & Bruning	5	Dec. 17, 1917
7	Pacific Flush Tank Co. & Karl Imhoff	7	Dec. 17, 1917
8, 8A, 8B, 8C, 8D	Diarsenol Co., Inc., & Farbwerke vorm Meister Lucius & Bruning	8	Jan. 12, 1918
		8A	Jan. 12, 1918
		8B	Jan. 12, 1918
		8C	Jan. 12, 1918
		8D	March 4, 1918

STATEMENT OF PAYMENTS TO THE ALIEN PROPERTY CUSTODIAN ON FEDERAL TRADE COMMISSION LICENSES COVERING PATENTS

Patent Number	Patent Date	Date of Expiration	Date of Receipt by Alien Property Custodian	Date of Deposit with U. S. Treasury	Remarks (See Affidavit from U. S. Treasury)	Date of Certificate of Deposit from U. S. Treasury	No. Certificate of Deposit
1,116,398	Nov. 10, 1914	Nov. 10, 1931	Jan. 25, 1918	Feb. 7, 1918		Feb. 18, 1918	6
986,148	March 7, 1911	March 7, 1928	July 30, 1918	Aug. 28, 1918		Sept. 9, 1918	10,3
1,081,592	Dec. 16, 1913	Dec. 16, 1930	April 21, 1919	April 24, 1919		May 22, 1919	29,4
1,081,897	Dec. 16, 1913	Dec. 16, 1930	August 8, 1919	August 13, 1919		August 27, 1919	35,5
13,848	Dec. 15, 1914	Dec. 15, 1931	August 14, 1919	August 21, 1919		Sept. 5, 1919	35,9
			March 4, 1920	March 9, 1920		March 23, 1920	7
			August 12, 1920	August 20, 1920		Sept. 3, 1920	53,4
			Feb. 16, 1921	Feb. 23, 1921	From Receipt Memo. No Transmittal letter.	March 10, 1921	9
			August 3, 1921	August 6, 1920	No letter of transmittal. From stamp on receipt memo.	August 19, 1921	11
			Jan. 12, 1918	February 7, 1918	"	Feb. 18, 1918	60
			Jan. 16, 1919	April 4, 1919		May 3, 1919	27,30
1,116,398	Nov. 10, 1914	Nov. 10, 1931	August 4, 1919	August 8, 1919		August 18, 1919	35,25
986,148	March 7, 1911	March 7, 1928	Jan. 31, 1920	Febr. 12, 1920		Feb. 26, 1920	45,40
1,081,592	Dec. 16, 1913	Dec. 16, 1930	Sept. 20, 1920	Sept. 23, 1920	From Receiving Slip	(See affidavit)	
1,081,897	Dec. 16, 1913	Dec. 16, 1930	Nov. 15, 1920	Nov. 19, 1920		Dec. 6, 1920	53,76
13,848	Dec. 15, 1914	Dec. 15, 1931	May 4, 1921	May 13, 1921	From Receiving Slip	June 2, 1921	9
			July 18, 1921	July 25, 1921	From Receiving Slip	(See affidavit)	
			Dec. 29, 1921	Jan. 6, 1922	From Receiving Slip	Jan. 17, 1922	13
			Jan. 10, 1922	Jan. 16, 1922	From Receiving Slip	Jan. 27, 1922	14
812,554	Feb. 13, 1906	Feb. 13, 1923	Jan. 12, 1918	Jan. 22, 1918	From Receiving Slip	(See affidavit)	
986,148	March 7, 1911	March 7, 1928	Jan. 12, 1918	Jan. 22, 1918	From Receiving Slip	"	
			July 11, 1918	August 27, 1918		Sept. 6, 1918	10,16
			July 20, 1918	August 15, 1918		August 26, 1918	9,39
			Jan. 28, 1919	April 2, 1919		May 3, 1919	27,23
			August 1, 1919	August 5, 1919		August 15, 1919	35,20
812,554	Feb. 13, 1906	Feb. 13, 1923	Jan. 12, 1920	Jan. 16, 1920		Jan. 29, 1920	1
			July 24, 1920	July 29, 1920		August 9, 1920	4
			Jan. 7, 1921	Jan. 18, 1921	From Receiving Slip	Feb. 17, 1921	7
			May 20, 1921	June 9, 1921	From Receiving Slip	June 22, 1921	10
			Feb. 3, 1919	March 26, 1919		April 11, 1919	26,17
			August 21, 1918	August 28, 1918		Sept. 20, 1918	11,24
924,664	June 15, 1909	June 15, 1926	August 14, 1919	August 20, 1919		Sept. 8, 1919	35,96
978,889	Dec. 10, 1910	Dec. 10, 1927	Feb. 5, 1920	Feb. 20, 1920		March 9, 1920	45,86
1,056,548	March 18, 1913	March 18, 1930	August 5, 1920	August 7, 1920		August 25, 1920	5
1,057,154	March 25, 1913	March 25, 1930	Feb. 9, 1921	Feb. 16, 1921	From Receiving Slip	March 7, 1921	8
1,053,396	Feb. 18, 1913	Feb. 18, 1930	August 8, 1921	August 17, 1921	From Receiving Slip	Sept. 2, 1921	11
			Sept. 28, 1921	Sept. 28, 1921	From Receiving Slip	Oct. 14, 1921	12
			July 31, 1918	August 28, 1918		Sept. 12, 1918	10,64
			July 28, 1919	July 30, 1919		August 13, 1919	35,10
1,116,398	Nov. 10, 1914	Nov. 10, 1931	Jan. 30, 1919	May 10, 1919		May 31, 1919	30,27
986,148	March 7, 1911	March 7, 1928	Jan. 31, 1920	Feb. 18, 1920		March 2, 1920	2
1,081,592	Dec. 16, 1913	Dec. 16, 1930	August 5, 1920	August 7, 1920		August 19, 1920	5
1,081,897	Dec. 16, 1913	Dec. 16, 1930	Feb. 2, 1921	Feb. 8, 1921	From Receiving Slip	Feb. 21, 1921	7
13,848	Dec. 15, 1914	Dec. 15, 1931	Sept. 29, 1921	Oct. 6, 1921	From Receiving Slip	Oct. 22, 1921	12
			April 18, 1922	April 26, 1922	From Receiving Slip	May 11, 1922	15

PERTY CUSTODIAN ON FEDERAL TRADE COMMISSION LICENSES COVERING PATENTS ASSIGNED TO CHEMICAL FOUNDATION, INC.

Date of Receipt by Alien Property Custodian	Date of Deposit with U. S. Treasury	Remarks (See Affidavit from U. S. Treasury)	Date of Certificate of Deposit from U. S. Treasury	No. of Certificate of Deposit	Amount	Totals	Differences Accounted for Over	Differences Accounted for Short	Trust No.
									12679
Jan. 25, 1918	Feb. 7, 1918		Feb. 18, 1918	609	$ 814.61				
July 30, 1918	Aug. 28, 1918		Sept. 9, 1918	10,325	9,815.67				
April 21, 1919	April 24, 1919		May 22, 1919	29,461	13,945.59				
August 8, 1919	August 13, 1919		August 27, 1919	35,503	11,733.66				
August 14, 1919	August 21, 1919		Sept. 5, 1919	35,939	1,811.81				
March 4, 1920	March 9, 1920		March 23, 1920	28	11,682.10		2548.86 9133.24		
August 12, 1920	August 20, 1920		Sept. 3, 1920	53,467	11,153.92		6018.49 5135.43		
Feb. 16, 1921	Feb. 23, 1921	From Receipt Memo. No Transmittal letter.	March 10, 1921	83	13,535.58		6351.57 7184.01		
August 3, 1921	August 6, 1920	No letter of transmittal. From stamp on receipt memo.	August 19, 1921	113	9,978.83	$84,471.77			
Jan. 12, 1918	February 7, 1918	"	Feb. 18, 1918	608	39.35				12680
Jan. 16, 1919	April 4, 1919		May 3, 1919	27,308	6.73				
August 4, 1919	August 8, 1919		August 18, 1919	35,255	2,494.03				
Jan. 31, 1920	Febr. 12, 1920		Feb. 26, 1920	45,405	950.62				
Sept. 20, 1920	Sept. 23, 1920	From Receiving Slip	(See affidavit)		1,000.00				
Nov. 15, 1920	Nov. 19, 1920		Dec. 6, 1920	53,769	1,032.71				
May 4, 1921	May 13, 1921	From Receiving Slip	June 2, 1921	97	500.00				
July 18, 1921	July 25, 1921	From Receiving Slip	(See affidavit)		500.00				
Dec. 29, 1921	Jan. 6, 1922	From Receiving Slip	Jan. 17, 1922	136	300.00				
Jan. 10, 1922	Jan. 16, 1922	From Receiving Slip	Jan. 27, 1922	141	200.00	7,023.44	589.05	Royalties accrued	
Jan. 12, 1918	Jan. 22, 1918	From Receiving Slip	(See affidavit)		274.05				
Jan. 12, 1918	Jan. 22, 1918	From Receiving Slip	"		265.00				
July 11, 1918	August 27, 1918		Sept. 6, 1918	10,160	9,477.06	10,016.11			
July 20, 1918	August 15, 1918		August 26, 1918	9,390	663.36				
Jan. 28, 1919	April 2, 1919		May 3, 1919	27,233	4,410.77				
August 1, 1919	August 5, 1919		August 15, 1919	35,204	1,226.02				
Jan. 12, 1920	Jan. 16, 1920		Jan. 29, 1920	18	1,166.52				
July 24, 1920	July 29, 1920		August 9, 1920	48	878.51				
Jan. 7, 1921	Jan. 18, 1921	From Receiving Slip	Feb. 17, 1921	76	8.50				
May 20, 1921	June 9, 1921	From Receiving Slip	June 22, 1921	100	1.54	8,355.22			
Feb. 3, 1919	March 26, 1919		April 11, 1919	26,178	4,622.80				
August 21, 1918	August 28, 1918		Sept. 20, 1918	11,243	3,192.00				
August 14, 1919	August 20, 1919		Sept. 8, 1919	35,969	82.60				
Feb. 5, 1920	Feb. 20, 1920		March 9, 1920	45,864	182.00				
August 5, 1920	August 7, 1920		August 25, 1920	53	480.20				
Feb. 9, 1921	Feb. 16, 1921	From Receiving Slip	March 7, 1921	82	2,746.10				
August 8, 1921	August 17, 1921	From Receiving Slip	Sept. 2, 1921	116	1,557.50				
Sept. 28, 1921	Sept. 28, 1921	From Receiving Slip	Oct. 14, 1921	120	91.00	12,954.20			
July 31, 1918	August 28, 1918		Sept. 12, 1918	10,641	4,463.61				
July 28, 1919	July 30, 1919		August 13, 1919	35,106	4,955.80				
Jan. 30, 1919	May 10, 1919		May 31, 1919	30,279	10,000.19			.01	Excess of decimal fraction
Jan. 31, 1920	Feb. 18, 1920		March 2, 1920	21	3,415.91				
August 5, 1920	August 7, 1920		August 19, 1920	50½	3,354.32				
Feb. 2, 1921	Feb. 8, 1921	From Receiving Slip	Feb. 21, 1921	78	2,217.11				
Sept. 29, 1921	Oct. 6, 1921	From Receiving Slip	Oct. 22, 1921	123	1,890.85				
April 18, 1922	April 26, 1922	From Receiving Slip	May 11, 1922	154	1,554.57	31,852.36			
							589.05	.01	

License No.	Issued To	License No.	Date License Issued
9	The Abbott Laboratories & Farbwerke vorm Meister Lucius & Bruning	9	Jan. 10, 1918
9	" " " " " "		
9	" " " " " "		
9	" " " " " "		
9	" " " " " "		
9	" " " " " "		
9	" " " " " "		
10	Lembke von Bermuth & Hulsberg & Co. M. B. H.	10	Jan. 17, 1918
10	" " " "		
10	" " " "		
10	" " " "		
10	" " " "		
12	Calco Chemical Co. & Farbwerke vorm Meister Lucius & Bruning	12	Feb. 18, 1918
12	" " " " " "		
12	" " " " " "		
12	" " " " " "		
15	Abbott Laboratories & Chemische Fakrik auf Actien (vorm E. Schering)	15	March 23, 1918
15	" " " " "		
15	" " " " "		
15	" " " " "		
15	" " " " "		
15	" " " " "		
18	E. I. du Pont de Nemours Co. & Badische Anilin & Soda Fabrik & Richard Just and Fritz Eckard	18	Jan. 21, 1918
18	" " "		
18	" " "		
19	E. I. du Pont de Nemours Co. & Badische Anilin & Soda Fabrik & Deutsche Gold & Silber Scheide, Anstalt vorm Roesler & Farbwerke vorm Meister Lucius & Bruning	19	Sept. 1, 192
19	" " "		
22	Albert B. Moses & Fritz Gossel	22	April 8, 1918
24	E. C. Klipstein & Sons Co., Licensee, & Badische Anilin & Soda Fabrik	24	April 8, 1918
24	" " " " " "		
24	" " " " " "		
27, 29, 30	The National Aniline & Chemical Co.	27, 29, 30	See Separate Sch
27, 29, 30	" " "		
27, 29, 30	" " "		
27, 29, 30	" " "		
27, 29, 30	" " "		
27, 29, 30	" " "		
27, 29, 30	" " "		
27, 29, 30	" " "		
33	Merrimac Chemical Co. & Badische Aniline & Soda Fabrik	33	July 16, 1918
33	" " " " "		
33	" " " " "		
33	" " " " "		
33	" " " " "		
34, 34A, 35	H. A. Metz Laboratories, Inc., and Farbwerke vorm Meister Lucius & Bruning		

CHEMICAL FOUNDATION, INC. FEDERAL TRADE COMMISSION LICENSES

...e	Patent Number	Patent Date	Date of Expiration	Date of Receipt by Alien Property Custodian	Date of Deposit with U. S. Treasury	Remarks	Date of Certificate of Deposit from U. S. Treasury
				Feb. 10, 1919	Apr. 1, 1919	From Receiving Ticket	See Affidavit U. S. Tr...
				Sept. 19, 1919	Sept. 24, 1919	From Receiving Ticket	See Affidavit U. S. Tr...
				Feb. 12, 1920	Feb. 20, 1920		March 9, 1920
..., 1918	812,554	Feb. 13, 1906	Feb. 13, 1923	Feb. 26, 1920	March 2, 1920		March 19, 1920
				July 23, 1920	July 29, 1920		August 24, 1920
				Feb. 18, 1921	March 1, 1921	From Receiving Ticket	March 22, 1921
				July 27, 1921	Aug. 4, 1921	From Receiving Ticket	August 19, 1921
				Oct. 10, 1918	Feb. 19, 1919	From Receiving Slip	See Affidavit U. S. Tr...
	709,799	Sept. 23, 1902	Sept. 23, 1919	April 11, 1919	May 17, 1919	From Receiving Slip	See Affidavit U. S. Tr...
..., 1918				March 3, 1919	May 13, 1919	From Receiving Slip	See Affidavit U. S. Tr...
	1,008,864	Nov. 14, 1911	Nov. 14, 1928	Transfer from Trust	#986. No particular	check involved	
				Oct. 1, 1921	Oct. 6, 1921	From Receiving Slip	Oct. 19, 1921
				Oct. 14, 1920	Oct. 23, 1920	From Receiving Slip	Nov. 12, 1920
				March 24, 1921	March 28, 1921	From Receiving Slip	April 16, 1921
..., 1918	812,554	Feb. 13, 1906	Feb. 13, 1906	Nov. 10, 1921	Nov. 19, 1921	From Receiving Slip	Dec. 7, 1921
				March 9, 1922	March 15, 1922	From Receiving Slip	See Affidavit U. S. Tr...
				Feb. 19, 1919	May 12, 1919	From Receiving Slip	See Affidavit U. S. Tr...
				August 22, 1919	August 26, 1919	From Receiving Slip	See Affidavit U. S. Tr...
				Nov. 24, 1919	Dec. 5, 1919	From Receiving Slip	See Affidavit U. S. Tr...
..., 1918	1,075,171	Oct. 7, 1913	Oct. 7, 1930	May 18, 1920	May 25, 1920		June 15, 1920
				Nov. 22, 1920	Nov. 27, 1920	From Receiving Slip	See Affidavit U. S. Tr...
				May 31, 1921	June 9, 1921	From Receiving Slip	June 24, 1921
	1,063,173	May 27, 1913	May 27, 1930				
	724,789	Apr. 7, 1903	April 7, 1920				
	753,659	March 1, 1904	March 1, 1921				
	1,055,701	March 11, 1913	March 11, 1930				
	1,150,863	Aug. 24, 1915	Aug. 24, 1932	April 6, 1920	April 9, 1920		April 21, 1920
..., 1918	739,145	Sept. 15, 1903	Sept. 15, 1920	Sept. 1, 1920	Sept. 7, 1920	From Receiving Slip	Sept. 18, 1920
	787,859	April 18, 1905	April 18, 1922	Nov. 1, 1920	Jan. 24, 1921	From Receiving Slip	Feb. 9, 1921
	818,992	April 24, 1906	April 24, 1923				
	796,393	Aug. 1, 1905	Aug. 1, 1922	Sept. 23, 1920	Sept. 28, 1920	From Receiving Slip	Oct. 12, 1920
	906,367	Dec. 8, 1908	Dec. 8, 1925				
	1,003,268	Sept. 12, 1911	Sept. 12, 1911				
	961,612	June 14, 1910	June 14, 1910				
	680,395	Aug. 13, 1901	Aug. 13, 1918				
..., 192...	868,294	Oct. 15, 1907	Oct. 15, 1924	Nov. 1, 1920	Jan. 24, 1921	From Receiving Slip	Feb. 9, 1921
	718,340	Jan. 13, 1903	Jan. 13, 1920				
..., 1918	1,139,031	May 11, 1915	May 11, 1932	March 27, 1922	March 29, 1922	From Receiving Slip	April 8, 1922
	711,377	Oct. 14, 1902	Oct. 14, 1919	August 4, 1919	Sept. 6, 1919	From Receiving Slip	See Affidavit U. S. Tr...
..., 1918				Dec. 15, 1919	Dec. 31, 1919	From Receiving Slip	See Affidavit U. S. Tr...
	795,755	July 25, 1905	July 25, 1922	April 18, 1921	Apr. 22, 1921	From Receiving Slip	May 9, 1921
				August 11, 1919	August 26, 1919	From Receiving Slip	See Affidavit U. S. Tr...
				Feb. 25, 1920	March 2, 1920		March 15, 1920
				August 2, 1920	August 6, 1920	From Receiving Slip	See Affidavit U. S. Tr...
				Feb. 24, 1921	March 5, 1921	From Receiving Slip	March 16, 1921
...e Separate	Schedule*			July 16, 1921	August 4, 1921	From Receiving Slip	August 18, 1921
				Jan. 14, 1922	Feb. 11, 1922	From Receiving Slip	Feb. 24, 1922
				July 16, 1921	August 4, 1921	From Receiving Slip	August 18, 1921
				Jan. 14, 1922	Feb. 11, 1922	From Receiving Slip	Feb. 24, 1922
				March 22, 1921	March 28, 1921	From Receiving Slip	April 16, 1921
	711,377	Oct. 14, 1902	Oct. 14, 1919	Sept. 12, 1921	Sept. 15, 1921	From Receiving Slip	Sept. 30, 1921
..., 1918				March 9, 1922	March 15, 1922	From Receiving Slip	April 3, 1922
	795,755	July 25, 1905	July 25, 1922	March 28, 1922	May 5, 1922	From Receiving Slip	May 20, 1922
				August 9, 1922	August 16, 1922	From Receiving Slip	August 30, 1922
				Jan. 31, 1919	March 17, 1919		Apr. 5, 1919

ISSION LICENSES

Date of Receipt by Alien Property Custodian	Date of Deposit with U. S. Treasury	Remarks	Date of Certificate of Deposit from U. S. Treasury	No. of Certificate of Deposit	Amount	Totals	Differences Accounted for Over	Short	
Feb. 10, 1919	Apr. 1, 1919	From Receiving Ticket	See Affidavit U. S. Treasury		$1,236.00		589.05	.01	
Sept. 19, 1919	Sept. 24, 1919	From Receiving Ticket	See Affidavit U. S. Treasury		506.46				
Feb. 12, 1920	Feb. 20, 1920		March 9, 1920	45,851	272.85				
Feb. 26, 1920	March 2, 1920		March 19, 1920	26	36.14				
July 23, 1920	July 29, 1920		August 24, 1920	51	404.27				
Feb. 18, 1921	March 1, 1921	From Receiving Ticket	March 22, 1921	87	409.79				
July 27, 1921	Aug. 4, 1921	From Receiving Ticket	August 19, 1921	114	294.99	$ 3,160.50	786.02	Royalties accrued to June 30, 1921	
Oct. 10, 1918	Feb. 19, 1919	From Receiving Slip	See Affidavit U. S. Treasury		18.36				
April 11, 1919	May 17, 1919	From Receiving Slip	See Affidavit U. S. Treasury		5.33				
March 3, 1919	May 13, 1919	From Receiving Slip	See Affidavit U. S. Treasury		10,430.73				
Transfer from Trust	#986. No particular	check involved			7,547.37				
Oct. 1, 1921	Oct. 6, 1921	From Receiving Slip	Oct. 19, 1921	121	29,177.13	47,178.92		.20	Error in transcribing
Oct. 14, 1920	Oct. 23, 1920	From Receiving Slip	Nov. 12, 1920	63	86.61				
March 24, 1921	March 28, 1921	From Receiving Slip	April 16, 1921	92	16.85				
Nov. 10, 1921	Nov. 19, 1921	From Receiving Slip	Dec. 7, 1921	128	3.92				
March 9, 1922	March 15, 1922	From Receiving Slip	See Affidavit U. S. Treasury		.11	107.49	7.09	Subsequently deducted as a credit	
Feb. 19, 1919	May 12, 1919	From Receiving Slip	See Affidavit U. S. Treasury		19.60				
August 22, 1919	August 26, 1919	From Receiving Slip	See Affidavit U. S. Treasury		80.05				
Nov. 24, 1919	Dec. 5, 1919	From Receiving Slip	See Affidavit U. S. Treasury		340.05				
May 18, 1920	May 25, 1920		June 15, 1920	38	568.67				
Nov. 22, 1920	Nov. 27, 1920	From Receiving Slip	See Affidavit U. S. Treasury		2,320.41				
May 31, 1921	June 9, 1921	From Receiving Slip	June 24, 1921	101	2,955.38	6,284.16	2,780.32	Royalties accrued to March 21, 1921	
April 6, 1920	April 9, 1920		April 21, 1920	32	1,680.52				
Sept. 1, 1920	Sept. 7, 1920	From Receiving Slip	Sept. 18, 1920	57	6,625.85				
Nov. 1, 1920	Jan. 24, 1921	From Receiving Slip	Feb. 9, 1921	72	1,797.51	10,103.88			
Sept. 23, 1920	Sept. 28, 1920	From Receiving Slip	Oct. 12, 1920	59	54,068.58				
Nov. 1, 1920	Jan. 24, 1921	From Receiving Slip	Feb. 9, 1921	71	7,816.40	61,884.98			
March 27, 1922	March 29, 1922	From Receiving Slip	April 8, 1922	151	1.10	1.10			
August 4, 1919	Sept. 6, 1919	From Receiving Slip	See Affidavit U. S. Treasury		21.81				
Dec. 15, 1919	Dec. 31, 1919	From Receiving Slip	See Affidavit U. S. Treasury		4.50				
April 18, 1921	Apr. 22, 1921	From Receiving Slip	May 9, 1921	96	.11	26.42			
August 11, 1919	August 26, 1919	From Receiving Slip	See Affidavit U. S. Treasury		146.29				44237
Feb. 25, 1920	March 2, 1920		March 15, 1920	25	1,384.92				
August 2, 1920	August 6, 1920	From Receiving Slip	See Affidavit U. S. Treasury		459.09				
Feb. 24, 1921	March 5, 1921	From Receiving Slip	March 16, 1921	84	866.69				
July 16, 1921	August 4, 1921	From Receiving Slip	August 18, 1921	112½	2.10				
Jan. 14, 1922	Feb. 11, 1922	From Receiving Slip	Feb. 24, 1922	146	20.02				46661
July 16, 1921	August 4, 1921	From Receiving Slip	August 18, 1921	112½	740.33				
Jan. 14, 1922	Feb. 11, 1922	From Receiving Slip	Feb. 24, 1922	146	769.10	4,388.54		.01	Excess of decimal fraction
March 22, 1921	March 28, 1921	From Receiving Slip	April 16, 1921	93	229.89				
Sept. 12, 1921	Sept. 15, 1921	From Receiving Slip	Sept. 30, 1921	119	31.43				
March 9, 1922	March 15, 1922	From Receiving Slip	April 3, 1922	148	101.97				
March 28, 1922	May 5, 1922	From Receiving Slip	May 20, 1922	155	18.98				
August 9, 1922	August 16, 1922	From Receiving Slip	August 30, 1922	164	68.53	450.80			
Jan. 31, 1919	March 17, 1919		Apr. 5, 1919	25,765	17,807.84		4,162.48	.22	

License No.	Issued To	License No.	Date License Issued
34, 34A & 35	H. A. Metz Laboratories, Inc., and Farbwerke vorm Meister Lucius & Bruning	34	7/1/18
" " "		34A	" (Reis)
" " "		35	7/1/18
" " "		"	
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" " "		"	
36	General Ceramics Co. & Dr. Fritz Raschig	36	7/19/18
36		"	
36		"	
36		"	
36		"	
36		"	
36		"	
38	E. C. Klipstein Co., Licensee, & Badische Anilin & Soda Fabrik	38	8/15/18
38		"	"
38		"	
38		"	
38		"	
39	Merck & Co. and Knoll & Co.	39	9/25/18
39		"	
39		"	
39		"	
39		"	
39		"	
39		"	
39		"	
42, 43, 44, 46	Draeger Oxygen Apparatus	42	12/16/18
" " " "		42	"
" " " "		42	"
" " " "		43	12/16/18
" " " "		44	12/16/18
" " " "		46	12/16/18
43		"	"
47	Reinschild Chemical Co. and Chemische Fabrik	47	12/31/18
47		"	"
47		"	
47		"	
47		"	
47		"	
47		"	

CHEMICAL FOUNDATION, INC. FEDERAL TRADE COMMISSION LICENSES

Date License Issued	Patent Number	Date of Patent	Date of Expiration	Date of Receipt by Alien Property Custodian	Date of Deposit with U. S. Treasury	Remarks	
7/1/18	986,148	3/7/11		July 10, 1919	July 15, 1919		A
" (ReIs)	13,848	12/15/14	3/7/28	Jan . 15, 1920	Jan. 19, 1920		Fe
7/1/18	812,854	2/13/06	12/15/31	July 23, 1920	July 29, 1920		Au
			2/3/23	Jan. 19, 1921	Jan. 28, 1921	From Receiving Slip	Fe
				Jan. 19, 1921	Jan. 28, 1921	From Receiving Slip	Feb
				Jan. 19, 1921	Jan. 28, 1921	From Receiving Slip	Feb
				July 13, 1921	July 27, 1921	From Receiving Slip	Aug
				July 13, 1921	July 27, 1921	From Receiving Slip	Aug
				July 13, 1921	July 27, 1921	From Receiving Slip	Aug
				Jan. 12, 1922	Jan. 16, 1922	From Receiving Slip	Jan.
				Jan. 12, 1922	Jan. 16, 1922	From Receiving Slip	Jan.
				Jan. 12, 1922	Jan. 16, 1922	From Receiving Slip	Jan.
7/19/18	1,141,266	6/1/15	6/1/32	Feb. 20, 1919	March 8, 1919	From Receiving Slip	See A
				August 20, 1919	Aug. 26, 1919	From Receiving Slip	See A
				March 27, 1920	April 7, 1920		Apri
				Aug. 10, 1920	Aug. 17, 1920		Aug
				Feb. 10, 1921	Feb. 16, 1921	From Receiving Slip	Feb
				Aug. 5, 1921	Aug. 6, 1921	From Receiving Slip	Aug
				Feb. 9, 1922	Feb. 11, 1922	From Receiving Slip	Feb
8/15/18	1,216,612	2/20/17	2/20/34	March 28, 1919	Apr. 11, 1919		May
"	1,191,480	7/18/16	2/18/33	May 26, 1920	May 28, 1920		Jun
				May 26, 1920	May 28, 1920		June
				April 18, 1921	Apr. 22, 1921	From Receiving Slip	May
				Oct. 21, 1921	Nov. 2, 1921	From Receiving Slip	Nov
9/25/18	943,578	12/14/09	12/14/26	Apr. 19, 1919	May 17, 1919	From Receiving Slip	See A
				Oct. 21, 1919	Oct. 25, 1919	From Receiving Slip	See A
				Apr. 22, 1920	Apr. 26, 1920		May
				Oct. 14, 1920	Oct. 26, 1920	From Receiving Slip	See A
				May 13, 1921	May 24, 1921	From Receiving Slip	See A
				Oct. 18, 1921	Nov. 2, 1921	From Receiving Slip	Nov
				Apr. 17, 1922	Apr. 26, 1922	From Receiving Slip	May
				Aug. 9, 1922	Aug. 16, 1922	From Receiving Slip	Aug
12/16/18	1,049,346	1/7/13	1/7/30	Apr. 1, 1920	Apr. 14, 1920		May
"	1,044,031	11/12/12	11/12/29	Apr. 18, 1921	Apr. 23, 1921	From Receiving Slip	See A
"	1,136,517	4/20/15	4/20/32	May 13, 1921	May 24, 1921	From Receiving Slip	See A
12/16/18	1,214,941	2/6/17	2/6/34	July 27, 1921	Aug. 4, 1921	From Receiving Slip	See A
12/16/18	1,085,674	2/3/14	2/3/31	Jan. 3, 1922	Jan. 6, 1922	From Receiving Slip	See A
12/16/18	1,005,816	10/17/11	10/17/28	Aug. 10, 1922	Aug. 30, 1922	From Receiving Slip	Sep
"	1,033,681	7/23/12	7/23/29	Aug. 21, 1922	Aug. 30, 1922	From Receiving Slip	Sep
12/31/18	896,807	8/25/08	8/25/25	March 25, 1919			See A
"	943,163	12/14/09	12/23/26	June 4, 1919	June 6, 1919	From Receiving Slip	See A
				March 30, 1920	Apr. 14, 1920		Apr
				July 2, 1920	July 7, 1920		July
				Dec. 30, 1920	Jan. 5, 1921	From Receiving Slip	See A
				May 18, 1921	May 23, 1921	From Receiving Slip	See A
				June 16, 1921	June 23, 1921	From Receiving Slip	July

LICENSES

e of Receipt by Alien Property Custodian	Date of Deposit with U. S. Treasury	Remarks	Date of Certificate of Deposit from U. S. Treasury	No. of Certificate of Deposit	Amount Detail	Totals	Differences Accounted for Over	Short	
10, 1919	July 15, 1919		Aug. 2, 1919	34,775	$16,241.25		4,162.48	.22	
15, 1920	Jan. 19, 1920		Feb. 3, 1920	19	23,153.65				
23, 1920	July 29, 1920		Aug. 9, 1920	49	28,917.10				
19, 1921	Jan. 28, 1921	From Receiving Slip	Feb. 9, 1921	70	4,178.06				
19, 1921	Jan. 28, 1921	From Receiving Slip	Feb. 9, 1921	70	20,566.56			2,552.16	Error in transcribing 44417
19, 1921	Jan. 28, 1921	From Receiving Slip	Feb. 9, 1921	70	2,574.21				
13, 1921	July 27, 1921	From Receiving Slip	Aug. 11, 1921	111	2,716.50				
13, 1921	July 27, 1921	From Receiving Slip	Aug. 11, 1921	111	18,271.43				
13, 1921	July 27, 1921	From Receiving Slip	Aug. 11, 1921	111	2,527.21				
12, 1922	Jan. 16, 1922	From Receiving Slip	Jan. 25, 1922	139	1,838.50				
12, 1922	Jan. 16, 1922	From Receiving Slip	Jan. 25, 1922	139	14,319.13				
12, 1922	Jan. 16, 1922	From Receiving Slip	Jan. 25, 1922	139	2,498.16	155,609.60			
20, 1919	March 8, 1919	From Receiving Slip	See Affidavit U. S. Treasury		156.33				
20, 1919	Aug. 26, 1919	From Receiving Slip	See Affidavit U. S. Treasury		82.92				
27, 1920	April 7, 1920		April 21, 1920	31	254.05				
10, 1920	Aug. 17, 1920		Aug. 31, 1920	56	168.73				
10, 1921	Feb. 16, 1921	From Receiving Slip	Feb. 28, 1921	80	121.82				
5, 1921	Aug. 6, 1921	From Receiving Slip	Aug. 18, 1921	112	96.79				
9, 1922	Feb. 11, 1922	From Receiving Slip	Feb. 24, 1922	147	72.39	953.03			
28, 1919	Apr. 11, 1919		May 15, 1919	28,509	2,712.89				
26, 1920	May 28, 1920		June 9, 1920	37	2,310.34				
26, 1920	May 28, 1920		June 9, 1920	37	1,122.13				
18, 1921	Apr. 22, 1921	From Receiving Slip	May 9, 1921	96	1,326.05				
21, 1921	Nov. 2, 1921	From Receiving Slip	Nov. 28, 1921	126	450.36	7,921.77	6.17	Subsequently deducted July 11, 1921	34491
19, 1919	May 17, 1919	From Receiving Slip	See Affidavit U. S. Treasury		1,501.72				
21, 1919	Oct. 25, 1919	From Receiving Slip	See Affidavit U. S. Treasury		499.52				
22, 1920	Apr. 26, 1920		May 6, 1920	34-A	843.08				
14, 1920	Oct. 26, 1920	From Receiving Slip	See Affidavit U. S. Treasury		762.28				
13, 1921	May 24, 1921	From Receiving Slip	See Affidavit U. S. Treasury		1,029.07				
18, 1921	Nov. 2, 1921	From Receiving Slip	Nov. 23, 1921	125	1,272.90				
17, 1922	Apr. 26, 1922	From Receiving Slip	May 9, 1922	152	1,112.11				
9, 1922	Aug. 16, 1922	From Receiving Slip	Aug. 29, 1922	162	1,168.64	8,189.32		.72	Error in transcribing
1, 1920	Apr. 14, 1920		May 7, 1920	35	100.00				
18, 1921	Apr. 23, 1921	From Receiving Slip	See Affidavit		2,288.04				
13, 1921	May 24, 1921	From Receiving Slip	See Affidavit		2,333.68				
27, 1921	Aug. 4, 1921	From Receiving Slip	See Affidavit		158.71				
3, 1922	Jan. 6, 1922	From Receiving Slip	See Affidavit		70.93				
10, 1922	Aug. 30, 1922	From Receiving Slip	Sept. 13, 1922	167	60.09				
21, 1922	Aug. 30, 1922	From Receiving Slip	Sept. 13, 1922	167	10.62	5,022.07		92.14	Subsequent payments not included.
25, 1919			See Affidavit		583.20				
4, 1919	June 6, 1919	From Receiving Slip	See Affidavit		400.40				
30, 1920	Apr. 14, 1920		Apr. 26, 1920	34	1,632.16				
2, 1920	July 7, 1920		July 19, 1920	47	1,640.72				
30, 1920	Jan. 5, 1921	From Receiving Slip	See Affidavit		1,224.33				
18, 1921	May 23, 1921	From Receiving Slip	See Affidavit		435.44				
16, 1921	June 23, 1921	From Receiving Slip	July 12, 1921	103	1,424.59				
							4,168.65	2,645.24	

License No.	Issued To	License No.	Date License Issued
47	Reinschild Chemical Co. & Chemische Fabrik	47	12/31/18
47	"	"	"
50	Ault & Wiborg Co. & Actien Gesellschaft für Aniline-Fabrikation	50	2/19/19
50		"	"
50		"	"
50		"	"
50		"	"
52	Ultra Chemical Corp. & Farbwerke vorm Meister Lucius & Bruning	52	3/4/19
52	" " " " " "	"	"
52	" " " " " "	"	"
52	" " " " " "	"	"
52	" " " " " "	"	"
52	" " " " " "	"	"
60, 60A, 60B, 60C	Division of Laboratories and Research of N. Y. State Dept. of Health and Farbwerke vorm Meister Lucius & Bruning	60	3/12/19
" " " "	" "	60A	3/12/19
" " " "	" "	60B	"
" " " "	" "	60C	"
" " " "	" "	"	
" " " "	" "	"	
" " " "	" "	"	
62, 62A, 62B, 62C	Mass. State Dept. of Health & Farbwerke vorm Meister Lucius & Bruning	62	3/21/19
"	" "	62A	"
"	" "	62B	"
"	" "	62C	"
"	" "		
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CHEMICAL FOUNDATION, INC. FEDERAL TRADE COMMISSION LICENSES

Case	Patent Number	Date of Patent	Date of Expiration	Date of Receipt by Alien Property Custodian	Date of Deposit with U. S. Treasury	Remarks	Date of Certificate of Deposit from U. S. Treasury	Ce of
	896,807	8/25/08	8/25/25	Dec. 14, 1921	Dec. 16, 1920		Dec. 29, 1921	
	943,163	12/14/09	12/23/26	July 6, 1922	July 14, 1922	From Receiving Slip	See Affidavit	
	741,029	10/13/03	10/13/20	August 11, 1919	Sept. 6, 1919	From Receiving Slip	See Affidavit	
				June 24, 1920	June 30, 1920		July 14, 1920	
				Jan. 2, 1920	Jan. 22, 1920	From Receiving Slip	See Affidavit	
				Jan. 8, 1921	Jan. 18, 1921	From Receiving Slip	Feb. 17, 1921	
				July 30, 1921	Aug. 4, 1921	From Receiving Slip	Aug. 18, 1921	
	757,109	4/12/04	4/12/21	July 18, 1919	July 22, 1919		Aug. 2, 1919	
				Dec. 12, 1919	Dec. 18, 1919	From Receiving Slip	See Affidavit	
				June 25, 1920	June 30, 1920		July 14, 1920	
				Jan. 24, 1921	Jan. 28, 1921	From Receiving Slip	Feb. 9, 1921	
				Feb. 11, 1921	Feb. 17, 1921	From Receiving Slip	Feb. 28, 1921	
				June 13, 1921	June 23, 1921	From Receiving Slip	July 12, 1921	
	1,116,398	11/10/14	11/10/31	Apr. 6, 1920	Apr. 9, 1920		Apr. 22, 1920	
	986,148	3/7/11	3/7/28	June 21, 1920	June 24, 1920		June 30, 1920	
	1,081,592	12/16/13	12/16/30	Jan. 6, 1921	Jan. 10, 1921	From Receiving Slip	June 24, 1921	
	1,081,897	12/16/13	"	July 7, 1921	July 14, 1921	From Receiving Slip	July 27, 1921	
				Jan. 9, 1922	Jan. 13, 1922	From Receiving Slip	Jan. 26, 1922	
				June 28, 1922	July 3, 1922	From Receiving Slip	July 15, 1922	
				Sept. 12, 1922	Sept. 22, 1922	From Receiving Slip	Oct. 10, 1922	
	1,116,398	11/10/14	11/10/31	Oct. 29, 1919	Nov. 19, 1919	From Receiving Slip	See Affidavit	
	986,148	3/7/11	11/10/28	Feb. 16, 1920	Feb. 25, 1920		March 16, 1920	
	1,081,592	12/16/13	12/16/30	July 23, 1920	July 29, 1920	From Receiving Slip	Aug. 13, 1920	
	1,081,897	12/16/13	12/16/30	Jan. 19, 1921	Jan. 28, 1921	From Receiving Slip	Feb. 14, 1921	
				June 13, 1921	June 23, 1921	From Receiving Slip	July 15, 1921	
				Jan. 21, 1922	Jan. 30, 1922	From Receiving Slip	Feb. 13, 1922	
				July 14, 1922	July 21, 1922	From Receiving Slip	Aug. 4, 1922	
				Sept. 18, 1922	Sept. 22, 1922	From Receiving Slip	Oct. 9, 1922	

Total
Certified Co
H. A

ISSION LICENSES

Date of Receipt by Alien Property Custodian	Date of Deposit with U. S. Treasury	Remarks	Date of Certificate of Deposit from U. S. Treasury	No. of Certificate of Deposit	Amount	Totals	Differences Accounted for Over	Short	
Dec. 14, 1921	Dec. 16, 1920		Dec. 29, 1921	132	1,405.86		4,168.65	2,645.24	
July 6, 1922	July 14, 1922	From Receiving Slip	See Affidavit		1,535.12	10,281.82			
August 11, 1919	Sept. 6, 1919	From Receiving Slip	See Affidavit		1,118.43				
June 24, 1920	June 30, 1920		July 14, 1920	41A	711.91				
Jan. 2, 1920	Jan. 22, 1920	From Receiving Slip	See Affidavit		523.32				
Jan. 8, 1921	Jan. 18, 1921	From Receiving Slip	Feb. 17, 1921	75	232.00				
July 30, 1921	Aug. 4, 1921	From Receiving Slip	Aug. 18, 1921	112½	668.68	3,254.34			
July 18, 1919	July 22, 1919		Aug. 2, 1919	34,646	384.86				
Dec. 12, 1919	Dec. 18, 1919	From Receiving Slip	See Affidavit		455.85				
June 25, 1920	June 30, 1920		July 14, 1920	42	1,359.97				
Jan. 24, 1921	Jan. 28, 1921	From Receiving Slip	Feb. 9, 1921	69	983.12				
Feb. 11, 1921	Feb. 17, 1921	From Receiving Slip	Feb. 28, 1921	81	419.07				
June 13, 1921	June 23, 1921	From Receiving Slip	July 12, 1921	104	343.57	3,946.44			
Apr. 6, 1920	Apr. 9, 1920		Apr. 22, 1920	33	.70				
June 21, 1920	June 24, 1920		June 30, 1920	40	9.40				
Jan. 6, 1921	Jan. 10, 1921	From Receiving Slip	June 24, 1921	66	50.92				
July 7, 1921	July 14, 1921	From Receiving Slip	July 27, 1921	108	135.30				
Jan. 9, 1922	Jan. 13, 1922	From Receiving Slip	Jan. 26, 1922	140	56.97				
June 28, 1922	July 3, 1922	From Receiving Slip	July 15, 1922	157	37.74				
Sept. 12, 1922	Sept. 22, 1922	From Receiving Slip	Oct. 10, 1922	173	5.63	296.66		.40	Error in transcribing
Oct. 29, 19[illegible]	Nov. 19, 1919	From Receiving Slip	See Affidavit		33.49				
Feb. 16, 1920	Feb. 25, 1920		March 16, 1920	45,995	77.44				
July 23, 1920	July 29, 1920	From Receiving Slip	Aug. 13, 1920	50A	147.46				
Jan. 19, 1921	Jan. 28, 1921	From Receiving Slip	Feb. 14, 1921	74	123.59				
June 13, 1921	June 23, 1921	From Receiving Slip	July 15, 1921	105	164.14				
Jan. 21, 1922	Jan. 30, 1922	From Receiving Slip	Feb. 13, 1922	144	107.76				
July 14, 1922	July 21, 1922	From Receiving Slip	Aug. 4, 1922	161	108.76				
Sept. 18, 1922	Sept. 22, 1922	From Receiving Slip	Oct. 9, 1922	171	16.07	778.71			
							4,168.65	2,645.64	
							2,645.64		
			Totals			$484,513.65	1,523.01	$486,036.66	

Certified Correct
H. ANDREW SMITH

Royalties earned	491,571.38
" unpaid	5,534.72
Amount paid	$486,036.66

PLAINTIFF'S EXHIBIT No. 401.

CHEMICAL FOUNDATION, INC. Sheet 5

Special Schedule of Patent Numbers and Dates Under Licenses, 27, 29 & 30

License No.	Date License Issued	Patent Number	Patent Date	Date of Expiration
		682,523	Sept. 10, 1901	Sept. 10, 1918
		715,662	Dec. 9, 1902	Dec. 9, 1919
		724,789	Apr. 7, 1903	Apr. 7, 1920
		734,325	July 21, 1903	July 21, 1920
		734,866	July 28, 1903	July 28, 1920
		739,145	Sept. 15, 1903	Sept. 15, 1920
		739,579	Sept. 22, 1903	Sept. 22, 1920
		753,659	March 1, 1904	March 1, 1921
		754,768	Mar. 15, 1904	Mar. 15, 1921
		787,859	April 18, 1905	Mar. 18, 1922
		796,393	Aug. 1, 1905	Aug. 1, 1922
		809,892	Jan. 9, 1906	Jan. 9, 1923
		818,336	Apr. 17, 1906	Apr. 17, 1923
		818,992	Apr. 24, 1906	Apr. 24, 1923
		828,778	Aug. 14, 1906	Aug. 14, 1923
		844,914	Feb. 19, 1907	Feb. 19, 1924
27	June 28, 1918	856,811	June 11, 1907	June 11, 1924
		863,397	Aug. 13, 1907	Aug. 13, 1924
		876,810	Jan. 14, 1908	Jan. 14, 1925
		906,367	Dec. 8, 1908	Dec. 8, 1925
		925,917	June 22, 1909	June 22, 1926
		929,142	July 27, 1909	July 27, 1926
		948,204	Feb. 1, 1910	Feb. 1, 1927
		955,105	Apr. 12, 1910	Apr. 12, 1927
		958,325	May 17, 1910	May 17, 1927
		961,048	June 7, 1910	June 7, 1927
		961,612	June 14, 1910	June 14, 1927
		970,878	Sept. 20, 1910	Sept. 20, 1927
		999,062	July 25, 1911	July 25, 1928
		1,033,268	Sept. 12, 1911	Sept. 12, 1928
		1,063,172	May 27, 1913	May 27, 1930
		1,063,173	May 27, 1913	May 27, 1930
		1,104,943	July 28, 1914	July 28, 1931
		1,145,934	July 13, 1915	July 13, 1932
29	June 28, 1918	931,598	Aug. 17, 1909	Aug. 17, 1926
		714,882	Dec. 2, 1902	Dec. 2, 1919
30	June 28, 1918	741,029	Oct. 13, 1903	Oct. 13, 1920
		770,177	Sept. 13, 1904	Sept. 13, 1921
		807,422	Dec. 12, 1905	Dec. 12, 1922
		858,065	June 25, 1907	June 25, 1924

PLAINTIFF'S EXHIBIT No. 401-A.

Federal Trade Licenses

(Seal)

DIVISION OF
BOOKKEEPING AND WARRANTS

TREASURY DEPARTMENT
OFFICE OF THE SECRETARY
WASHINGTON

I, M. J. O'Reilly, Chief of the Division of Bookkeeping & Warrants, of the United States Treasury Department, and as such is the custodian of the accounts and records of the Alien Property Custodian in the United States Treasury Department, do hereby certify that there was received for deposit on dates and in the amounts as shown on the three sheets annexed hereto and made a part hereof; that the amounts so indicated were collected and credited to the various accounts as indicated.

Dated at Washington, D. C., this 20th day of June, 1923.

(Sgd.) M. J. O'REILLY,
Chief of Division of
Bookkeeping and Warrants.

Subscribed and sworn to before me this 20th day of June, 1923.

(Sgd.) H. W. STUTLER,
(Seal) *Notary Public.*

My commission expires on Sept. 21, 1925.

TRUST: 12117, NAME: Farbwerke Hoechst Co. and Farbwerke vorm Meister Lucius & Brunig.

Date deposited	Amounts	
Jan. 22, 1918	274.05	
Jan. 22, 1918	265.00	539.05

TRUST: 39491 NAME: Merck & Co. and Knoll & Co.

Date deposited	Amounts	
May 17, 1919	1501.72	
Oct. 25, 1919	499.52	
Oct. 26, 1920	762.28	
May 24, 1921	1029.07	3,792.59

TRUST: 46625 NAME: Cales Chemical Co. and Farbwerke Meister Lucius & Brunig.

Mar. 15, 1922	0.11	0.11

TRUST: 46255 NAME: Reinschild Chemical Co. and Chemische Fabrik.

April 1, 1919	583.20	
June 6, 1919	400.40	
Jan. 5, 1921	1224.33	
May 23, 1921	435.44	
July 14, 1922	1535.12	4,178.49

TRUST: 46260 NAME: American Atmos Corp. vorm Draeger Oxygen Apparatus Co. and Draegerwerke Heinr. and Bernh. Draeger.

April 23, 1921	2288.04	
May 24, 1921	2333.68	
Jan. 6, 1922	50.00	
Jan. 6, 1922	16.75	4,692.65
Jan. 6, 1922	4.18	

TRUST: 45552	NAME: Mass. State Dept. of Health and Farbwerke Meister Lucius & Brunig.	
Nov. 19, 1919	33.49	33.49
TRUST: 45231	NAME: New Jersey Machine Corp. and Richard Hogfeld.	
Date deposited	Amount	
Sept. 15, 1919	200.00	
Nov. 4, 1922	250.00	450.00
TRUST: 45209	NAME: Lembcke von Bermuth Co., and Huelsberg & Co. m. B. H.	
Feb. 19, 1919	18.36	
May 17, 1919	5.33	
May 13, 1919	10,430.73	10,454.42
TRUST: 45200	NAME: Firm of E. Merck and Rector Chemical Co.	
Dec. 18, 1919	195.76	195.76
TRUST: 45198	NAME: Ultra Chemical Corp. Farbwerke vorm Meister Lucius and Brunig.	
Dec. 18, 1919	455.85	455.85
TRUST: 39775	NAME: Abbott Laboratories and Chemische Fabrik auf Actien vorm (E. Schering).	
May 12, 1919	19.60	
Aug. 26, 1919	80.05	
Dec. 5, 1919	340.05	
Nov. 27, 1920	2320.41	2,760.11
TRUST: 45179	NAME: Anton Chiris & E. Merck.	
Oct. 16, 1919	1102.23	
Oct. 20, 1920	1021.41	
Oct. 26, 1920	.06	2,123.70

TRUST: 45170	NAME: E. C. Klipstein Co. Licensee Badische Aniline & Soda Fabrik.	
Dec. 31, 1919	4.50	4.50
Sept. 6, 1919	21.81	21.81
TRUST: 45171	NAME: Ault Wiborg & Co. and Actien Ges. fuer Anilin Fabrikation.	
Sept. 6, 1919	1118.43	1118.43
Jan. 22, 1920	523.32	523.32
TRUST: 44417	NAME: General Ceramics Co. and Dr. Fritz Raschig.	
Date deposited	Amount	
Mar. 8, 1919	156.33	
Aug. 26, 1919	82.92	239.25
TRUST: 46661	NAME: Badische Anilin and Soda Fabrik and Farbwerke von Meister Lucius & Brunig Chemische Fabrik Gresheim Elektron Gesellschaft.	
Oct. 21, 1922	3.60	3.60
TRUST: 46662	NAME: Farbwerke von Meister Lucius and Brunig A. G. and Badische Anilin & Soda Fabrik Kalle & Co., A. G. and The National Anilin & Chemical Co., Inc.	
Oct. 21, 1922	28.47	$28.47
TRUST: 44237	NAME: National Anilin & Chemical Co. Inc. and Badische Anilin & Soda Fabrik.	
Aug. 26, 1919	146.29	
Aug. 6, 1920	459.09	
Oct. 21, 1922	.16	605.54

TRUST: 38724	NAME: The Abbott Laboratories and Farbwerke von Meister Lucius & Brunig.	
April 15, 1919	1,236.00	
Sept. 24, 1919	506.46	1742.46

TRUST: 12680	NAME: Farbwerke von Meister Lucius & Brunig & Takamine Laboratories, Succ.	
Sept. 23, 1920	1,000.00	
July 25, 1921	500.00	1500.00
M J O'R		

PLAINTIFF'S EXHIBIT No. 401-B.

Alien Property Contracts

(Seal)

DIVISION OF
BOOKKEEPING AND WARRANTS

TREASURY DEPARTMENT
OFFICE OF THE SECRETARY
WASHINGTON

I, M. J. O'Reilly, Chief of the Division of Bookkeeping & Warrants of the United States Treasury Department, and as such is the custodian of the accounts and records of the Alien Property Custodian in the United States Treasury Department, do hereby certify that there was received for deposit on dates and in the amounts as shown on the two sheets annexed hereto and made a part hereof; that the amounts so indicated were collected and credited to the various accounts as indicated.

Dated at Washington, D. C., this 20th day of June 20, 1923.

(Sgd.) M. J. O'REILLY,
Chief of Division of
Bookkeeping and Warrants.

Subscribed and sworn to before me this 20th day of June, 1923.

(Sgd.) H. W. STUTLER,
(Seal) *Notary Public.*

My commission expires on Sept. 21, 1925.

Trust: 2267, Schulke & Mayr, A. G.		
Feb. 9, 1918	2,702.07	
Sept. 18, 1918	8,480.05	
Oct. 22, 1918	768.14	
Jan. 7, 1919	596.62	12,546.88
Trust: 12681, Carl W. Rademacher.		
April 9, 1918	5,000.00	
May 23, 1918	5,000.00	10,000.00
Trust: 3362, Katherines Malzkaffee Fabriken.		
Feb. 12, 1918	2,951.38	2,951.38
Trust: 11269, Dr. Leon Lilienfeld.		
Mar. 22, 1918	6,897.70	
Sept. 4, 1918	43.20	
Sept. 12, 1918	2,116.80	
Jan. 11, 1919	2,160.00	
Aug. 1, 1919	497.25	11,714.95
Trust 8876, Coln Musener Bergwerks, Aktien Verein.		
Nov. 2, 1921		238.89

Trust 21180, Friedrich Grosche.

Sept. 2, 1921		11.42

Trust 34378, Gesselschaft fur Alwasserklarung.

Mar. 15, 1922		350.00

Trust 3816, Chemische Fabrik Rheina.

July 15, 1918	18.63	
Aug. 15, 1918	22.38	
Oct. 23, 1918	51.30	92.31

Trust 204, Franz Meiser.

Apr. 5, 1918	720.00	
Apr. 16, 1920	212.00	932.00

Trust 3816, Chemische Fabrik Rhenama.

Feb. 15, 1918	173.53	July 7, 1919	14.49	
May 28, 1918	51.05	Oct. 10, 1919	22.49	
Oct. 31, 1918	19.06	Feb. 14, 1920	15.22	
Oct. 9, 1918	10.16	Apr. 9, 1920	10.24	
Jan. 8, 1919	8.38	July 13, 1920	13.41	
Apr. 9, 1919	8.80			346.83

Trust: 986, Hulsberg & Co.

May 22, 1918	1,579.26
Jan. 30, 1918	1,943.81
Mar. 14, 1918	13,472.84
Jan. 30, 1918	320.86
Feb. 12, 1918	24.29
Mar. 6, 1918	1,464.99
Mar. 14, 1918	84.29
May 9, 1918	55.81
May 27, 1918	626.10
Feb. 4, 1918	10,352.72
May 2, 1918	26.45
June 25, 1918	870.80
Feb. 2, 1918	2,196.63

Feb. 2, 1918	1,646.51	
Feb. 6, 1918	65.49	
Feb. 18, 1918	3.36	
Mar. 20, 1918	773.21	
May 4, 1918	254.51	35,761.93

M J O'R

PLAINTIFF'S EXHIBIT No. 402.

TRUST No. 12681.
REPORT No. 13076.

I, Henry S. Livingston, Secretary of American Kitchen Products Company, do hereby certify that the annexed copies of agreements, dated respectively May 10th, 1909, September 29th, 1909, and September 9th, 1913, are true copies of the originals of said agreements, which originals are in the possession of this company.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said company, the Sixth day of March, 1918.

(Sgd.) HENRY S. LIVINGSTON.

(Seal)

STATE, COUNTY AND CITY OF NEW YORK } *ss.:*

Subscribed and sworn to before me this Sixth day of March, 1918.

(Sgd.) H. S. PATTERSON,
(Seal) *Notary Public.*
Kings County.

THIS AGREEMENT made the 10th day of May, 1909, between Dr. W. J. Schieffelin and Dr. Nathan Sulzberger both of the city of New York, parties of the first part and Carl W. Rademacher of the Cities of New York, N. Y. and Hamburg, Germany, party of the second part.

WITNESSETH that

WHEREAS the party of the second part has been manufacturing in New York City and Hoboken, N. J. certain Bouillon or beef tea preparations, according to his own processes and methods, and has at said localities, certain stock of merchandise, materials and machinery.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and of the sum of $1.00 paid by the parties of the first part to the party of the second part at and before the execution of this agreement, the receipt whereof is hereby acknowledged, it is hereby mutually covenanted promised and agreed as follows:

FIRST: The party of the second part will at once place the parties of the first part in possession of his said processes and methods for the manufacture of said Bouillon or beef tea preparations and the party of the second part hereby represents and guarantees to the parties of the first part:

A: That the said processes and methods do not infringe any patent or rights held or applied for by any other person, firm or corporation.

B: That the party of the second part has the full and legal right to transfer and dispose of the said processes and methods in the United States to the parties of the first part to the exclusion of all persons absolutely both as to ownership and use.

C: That no objectionable chemical preparations whatsoever are put into the said Bouillon or beef tea preparations or used in the processes of manufacturing the same.

D: That at present prices the cost of said product and package ready for sale does not exceed sixty-five cents per hundred half-inch cubes like sample packed in boxes of 100 cubes.

E: That in the preparation of the said Bouillon or beef tea preparations only such ingredients are necessary as are unobjectionable and permitted by law to be used in commerce as food products and which are used in cooking soups by most housewives.

F: That the beef tea cubes keep in good condition for six months if properly handled, i. e., when kept closed and in a cool place, and that cubes which soften, can be put up again without any possible sanitary or other objection so that there can be no appreciable damage to material.

G: That he will not directly or indirectly divulge said processes or methods to any other person, firm or corporation in the United States.

Second: The parties of the first part hereby acquire and the party of the second part hereby sells and transfers to the parties of the first part the said processes and methods for the manufacture of the said Bouillon or beef tea preparations, and the parties of the first part may either hold and use the said processes and methods themselves, or may transfer the same or the right to use the same to any other person, firm, corporation or corporations now existing or hereafter to be formed, it being, however, expressly understood and agreed that if the parties of the first part do so transfer the said processes or the right to use the said processes to any other person, firm or corporation, such transfer by the parties of the first part shall be made strictly subject to the terms of this present agreement, and that upon such transfer or transfers, so subject to this agreement, the parties of the first part shall be absolutely released

and discharged of and from all liability to the party of the second part with regard to the portion so transferred, or to all the subject matter of this contract, if all their rights thereunder be so transferred, and the transferee or transferees shall be substituted in their stead in every respect and any cause of action which might arise by reason of the breach by such transferee or transferees, of any covenant or agreement contained in the agreement of transfer to him or them, relating to the rights hereunder of the party of the second part, shall belong to and be deemed to be hereby assigned to the party of the second part by the party of the first part.

Third: The parties of the first part agree to purchase from the party of the second part, the merchandise, materials and machinery which the party of the second part has on hand at the time of the making of this agreement, at New York and Hoboken, in connection with his business of manufacturing said beef tea preparations, provided, however, that this agreement shall only apply to so much of the said materials, merchandise, stock in trade or machinery as can be used in the manufacture of the said beef tea preparations, and is in good and sound condition, and the party of the second part hereby agrees to sell the same at cost price, plus customs duties with five percent additional on the merchandise only, covering freight, brokerage, etc. thereon.

It being, however, expressly understood and agreed that the total amount which may thus become payable for the said merchandise, materials and machinery, from the parties of the first part to the party of the second part, shall in no event exceed in the aggregate the sum of $2700, and that the purchase price of said merchandise materials and machinery, as in this paragraph set forth, shall be payable to the party of the

second part six months after the date of this agreement, except as hereinafter specifically set forth.

Fourth: The party of the second part hereby grants, sells and transfers to the parties of the first part the said processes and methods for the manufacture of beef tea preparations, and also the exclusive right to use the same and to sell the said preparations in the United States of America.

It being, however, expressly understood and agreed that the parties of the first part shall have the right and privilege to manufacture and sell such preparations manufactured by them anywhere outside of the United States of America and to use the said processes outside of the United States of America, with the exception of England, Germany, Austria, Hungary, France and the French Colonies, in which last mentioned countries the parties of the first part agree that they will not use nor cause to be used the said processes or the said beef tea preparations by sale or otherwise.

Fifth: The party of the second part promises and agrees that upon execution of this contract he will turn over to the parties of the first part in writing, a full description of the said processes and methods, including any analyses that he may have, together with a list of the various prices of raw materials and the sources where such raw materials, as also packages and printed matter are purchased from.

Sixth: The said processes and methods are granted, transferred and ceded by the party of the second part to the parties of the first part for their use or for that of their assigns or transferees, and the parties of the first part promise to keep the same as secret as it shall be possible for them to do so, but it is expressly understood by the party of the second part that an indiscretion on the part of the parties

of the first part occurring either unintentionally or through oversight, shall not render the parties of the first part liable for damages to the party of the second part.

Seventh: The party of the second part hereby agrees to place at the disposal of and turn over to the parties of the first part, all data which he has collected in his experience in the business of manufacture of beef tea cubes, and to promptly communicate to the parties of the first part all details as to improvements, further inventions, processes and productions which he may hereafter make therein for their use or that of their transferees or assigns as their property, without cost or charge to them, upon the same terms as herein set forth, with the exception that the parties of the first part shall not be required to purchase any merchandise materials and machinery.

Eighth: It is hereby agreed that the American trademark "STEERO" with the image of a steer with cube, as also the trademark "Famos" which has not as yet been registered, or any patents or other trademarks which the party of the second part may obtain on said processes or preparations in the United States, shall during the continuance of this agreement belong to the parties of the first part exclusively, who shall be alone entitled to use the said trademarks and patents in the United States of America, provided, however, that under no circumstances shall the said trademarks be used outside of the United States so as to collide with the export business of the party of the second part in Hamburg.

It is further agreed that any patents, trademarks or other protective rights may be hereafter registered or acquired by the parties of the first part or their successors in interest upon said processes or prepar-

ations and such patents and trademarks shall be the property of the parties of the first part and remain their property at all times even after any termination of this contract, and the party of the second part shall not be entitled to the use of the same in any country.

Ninth: The party of the second part agrees that he will not compete in any way with the parties of the first in the United States of America either directly or indirectly and neither through the sale or manufacture of beef tea preparations nor by the grant to anyone other than the parties of the first part or their successors in interest, of such methods or processes, or the right to use the same.

It is hereby further mutually covenanted and agreed that the parties of the first part or their successors in interest, transferees or assignees, shall not become interested in the manufacture of any Bouillon or beef tea preparations, in competition with those covered by this contract, except such preparations as the parties of the first part or any of them carry, manufacture or deal in at the time of the making of this agreement, or which any future assignee or transferee may have dealt in or manufactured prior to such transferees or assignees taking up of the beef tea preparations, forming the subject of this agreement, or unless the party of the second part shall be paid on the sales of any competing preparation as in paragraph "Tenth" hereof is provided for the sale of the preparations forming the subject of this contract.

Tenth: The parties of the first part agree to pay the party of the second part 5% of the amount of actual gross sales, it being hereby specifically agreed that the amounts as shown by the invoices of all goods sold by them or their agents, branch houses or other representatives in the United States or elsewhere,

shall be the basis of computation of the amounts so payable to the party of the second part.

Eleventh: The parties of the first part agree to keep proper books of account, showing all sales and the amounts thereof, and the computation and payment of the amount of 5% as aforesaid, to the party of the second part shall be made quarter-annually.

It being expressly understood and agreed between the parties hereto that by the amount of actual gross sales mentioned in paragraph "Tenth" hereof is meant only the amount actually received by the parties of the first part in payment of all invoices on their sales of said preparations during the period for which the accounting is made.

The party of the second part, or his duly authorized representatives, at reasonable times, shall have access to such books of the parties of the first part relating to their business in said beef tea preparations.

Twelfth: It is hereby further agreed that if the parties of the first part should make during the two first years from the date of the making of this contract, a profit of not less than Fifty Thousand ($50,000) Dollars, out of the manufacture and sale of the said beef tea preparations, that then and in that event, the parties of the first part will pay to the party of the second part, once, to wit: three months after the expiration of the said period of two years, an extra bonus of Five Thousand ($5,000.00) Dollars.

Thirteenth: It is hereby further mutually covenanted and agreed that the parties of the first part at their option may at any time during the continuance of this contract, pay to the party of the second part, the sum of One Hundred and Fifty Thousand ($150,000) Dollars cash in lieu of any and all payments that the party of the second part is entitled to pursuant to the provisions of this contract. It

being, however, expressly agreed that if such option is exercised by the parties of the first part after the expiration of two years from date hereof, and the party of the second part shall have then received a bonus of Five Thousand ($5,000.) Dollars as set forth in Paragraph "Twelfth" hereof, that then the said sum of Five Thousand Dollars ($5,000.) the amount of such bonus, shall be deducted from the said sum of One Hundred and Fifty Thousand Dollars ($150,000).

Fourteenth: It is hereby further agreed that the party of the second part on at least thirty days written notice to each of the parties of the first part or their successors in interest, shall have the right to terminate this agreement at the end of five years from the date hereof, in the event of his not having received the sum of Twenty Thousand Dollars ($20,000) exclusive of the purchase price of the said merchandise, materials and machinery, as set forth in paragraph "Third," hereof, provided, however, that it shall make no difference whether the said sum of Twenty Thousand Dollars ($20,000) shall have been paid to the party of the second part by way of his interests of five percent. on gross sales, as hereinbefore set forth, or by any voluntary payment by the parties of the first part, bringing the total amount received by the party of the second part to the sum of Twenty Thousand ($20,000) Dollars, exclusive of such purchase price of the said merchandise, materials and machinery, which voluntary payment may be made at any time up to the expiration of the said period of five years.

In the event of such termination, the parties of the first part shall be entitled to comply and meet with all their obligations contracted up to the expiration of the said period of five years with relation to the said processes or beef tea preparations.

Fifteenth: It is hereby further covenanted and agreed that the party of the second part will place at the disposal of the parties of the first part, for the period of three months from the date hereof, Mr. Emil Rademacher, for the purpose of organizing the manufacture and teaching the processes in consideration of which services the parties of the first part shall pay the said Mr. Emil Rademacher at the rate of Twenty-five Dollars ($25.00) per week for the time thus spent by him in their behalf. The party of the second part hereby represents that Mr. Emil Rademacher is absolutely conversant with and skilled in the manufacture of beef tea or bouillon preparations and fully capable to install everything necessary for the manufacture of said preparations.

In case the parties of the first part should desire to have Mr. Emil Rademacher continue in directing the work of manufacturing said preparations, the party of the second part agrees said Mr. Emil Rademacher will serve the parties of the first part for another year at a salary of not more than Two Thousand Dollars ($2,000.) per annum and the party of the second part further agrees and promises that Mr. Emil Rademacher will keep the processes and affairs in connection with the said manufacture and sale of beef tea preparations confidential and secret, and that the party of the second part further agrees that anything done by Mr. Emil Rademacher within six months of the date hereof, either in the manufacture, handling or disclosure of the processes or preparations shall be considered for the purposes of this agreement the act of the party of the second part.

Sixteenth: The party of the second part hereby agrees that the parties of the first part may, if they so desire, use the firm name of "Carl W. Rademacher" but it is hereby mutually expressly covenanted and agreed that the parties of the first part

assume no liabilities of the party of the second part, either with regard to outstanding accounts, debts or otherwise; that all orders received prior to the signing and execution of this contract shall be executed by the party of the second part; that the parties of the first part shall be entitled to all proceeds of the business from the time of such signing and execution hereof.

Seventeenth: It is hereby further mutually covenanted and agreed that this contract shall always be subject to and construed according to the laws of the State of New York where the same is made and entered into.

And it is hereby specifically and expressly covenanted and agreed and guaranteed by the party of the second part that if any representation made by him in this agreement proves to be wrong, that then and in that event, parties of the first part shall have the right at their option to terminate this agreement on thirty days written notice to the party of the second part, and that the party of the second part guarantees to hold the parties of the first part free, clear and harmless of all damages, which may be caused to them by reason of the party of the second part not having the right as represented to sell, grant and transfer to the parties of the first part such processes and methods and the right to use the same and to sell such beef tea preparations.

Eighteenth: And it is further convenanted and agreed by the parties of the second part that the sum not to exceed Two Thousand Seven Hundred Dollars ($2,700.) as set forth in paragraph "Third" hereof shall not become duly payable in case within six months from the date hereof, any of the representations of the party of the second part herein made, shall be found to be untrue, and that in case such discovery shall be made after said sum is paid, the party

of the second part hereby agrees to at once repay to the parties of the first part, the amount of the said sum received by him.

Nineteenth: It is hereby further covenanted and agreed that the two parties of the first part have each a several half interest in this contract.

Twentieth: And it is further mutually covenanted and agreed that this agreement shall in all respects be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, legal representatives and assigns.

Twenty-first: And it is further mutually covenanted and agreed that due recognition shall be given by the parties hereto to the representatives of the other party or parties duly authorized in writing by a legally executed and acknowledged Power of Attorney.

In Witness Whereof the parties hereto have hereunto set their hands and seal the day and year first above written.

(Signed)	(Signed)
L. H. Hobby, Jr.	Wm. Jay Schieffelin (L. S.)
L. H. Hobby, Jr.	Dr. Nathan Sulzberger (L. S.)
R. Jaeger as to	Carl W. Rademacher (L. S.)

State of New York, }
County of New York, } *ss:*

On this 28th day of July, 1909, before me personally came Dr. W. J. Schieffelin and Dr. Nathan Sulzberger to me known and known to me to be the individuals described in and who executed the foregoing instrument and they severally duly acknowledged to me that they executed the same.

(Signed) J. W. George #33,
Notary Public New York County.

PLAINTIFF'S EXHIBIT No. 402-A.

AGREEMENT made this 28th day of July 1909.

WHEREAS, the parties hereto have heretofore executed an agreement under date of May 10th, 1909, and now desire to make certain provisions therein more clear and to modify certain others, as hereinafter set forth:

NOW, THEREFORE, this agreement witnesseth: that in consideration of the premises, Wm. Jay Schieffelin and Nathan Sulzberger, parties of the first part in said contract of May 10th, 1909 and herein have agreed and do hereby agree to and with Carl W. Rademacher, the party of the second part in said contract of May 10th, 1909 and herein as follows:

FIRST: In explanation of paragraph "Eighth" of said contract of May 10th, 1909, the parties of the first part agree that in any export trade that they may carry on they will not use either of the trademarks "STEERO" or "FAMOS."

SECOND: In explanation of paragraph "Ninth" of said contract of May 10, 1909, the parties of the first part agree that the words in said paragraph "shall not become interested in the manufacture, etc." shall mean and shall be construed to mean "shall be expressly prohibited from interesting themselves in the manufacture, etc."

THIRD: In explanation of paragraph "Tenth" and "Eleventh" of said contract of May 10th, 1909, the parties of the first part agree that the words in said paragraphs "actual gross sales" shall mean and be construed to mean "all actual sales."

FOURTH: In modification of paragraph "Fourteenth" of said contract of May 10th, 1909, the parties of the first part agree that the final paragraph thereof shall be changed so as to read as follows: viz.:

"In the event of such termination, the parties of the first part shall be entitled, within six months after

such termination, to comply and meet with all their obligations contracted up to the expiration of the said period of five years with relation to the said processes of beef tea preparations."

FIFTH: In modification of paragraph "Eighteenth" of said contract of May 10th, 1909, the parties hereto agree that said paragraph shall be modified by the addition of the following paragraphs, viz.:

"The parties of the first part shall however, in the event of such discovery, return to the party of the second part such of the merchandise, materials and machinery named in paragraph "Third" hereof as are in existence, and shall pay the party of the second part for any of such merchandise, materials and machinery received by them and not returned, payment to be made at the invoice prices, but not in any event to exceed the sum of $2,700."

This agreement shall bind and ensure to the benefit of the parties hereto and their respective executors, administrators, legal representatives and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

L. H. HOBBY, JR. (Sgd.) WM. JAY SCHIEFFELIN
L. H. HOBBY, JR. NATHAN SULZBERGER
R. JAEGER as to CARL W. RADEMACHER

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } *ss:*

On this 28th day of July 1909, before me personally came WM. JAY SCHIEFFELIN AND NATHAN SULZBERGER, to me known and known to me to be the individuals described in and who executed the foregoing instrument and they severally duly acknowledged to me that they executed the same.

(Sgd.) J. W. GEORGE #33,
Notary Public N. Y. County.

PLAINTIFF'S EXHIBIT No. 402-B.

Trust No. 12681
Report No. 13076

KNOW ALL MEN BY THESE PRESENTS:—That we, WILLIAM J. SCHIEFFELIN and NATHAN SULZBERGER, both of the City of New York, for and in consideration of the sum of Five Thousand ($5,000) dollars to be paid to us in capital stock, at its par value, of American Kitchen Products Company, a corporation organized under the laws of the State of New York, said stock to be issued one-half to each of us, have bargained and sold, and do hereby transfer, assign and set over unto said American Kitchen Products Company, all of the following described contracts and all our rights, benefits and privileges therein and thereunder, viz.:—

1. A contract made between us and Carl W. Rademacher under date of May 10th, 1909.

2. An agreement made with us by Emil Rademacher under date of July 23rd, 1909.

3. An agreement dated July 28th, 1909, between us and Carl W. Rademacher explanatory of said agreement of May 10th 1909, (said agreement of July 28th, 1909, having been arranged for with Carl W. Rademacher, but not yet executed by him), together with all trade-marks, patents, secret processes and methods that may have been transferred to us under said contracts, or any of them, and all our rights, benefits and privileges therein and thereto.

Subject, however, to the terms of the said contracts and to the obligations imposed on us in and by said contracts, which obligations the said American Kitchen Products Company hereby assumes and agrees to perform from and after said date of May 10th, 1909, to the end that the said Company may be

substituted in the place of us as parties to said contracts in every respect.

We do hereby severally covenant and agree to and with said American Kitchen Products Company, each of us for himself, that we have not made any assignment of any of the property, rights, privileges and advantages hereinabove assigned, nor have we created any encumbrance thereon, and that we have good right to assign and transfer the said contracts and their property, and that the said American Kitchen Products Company shall, and may have, hold, possess and enjoy the same (subject to the terms of said contracts) against the lawful claim of all persons.

And we do hereby further severally covenant and agree to and with said American Kitchen Products Company, that on receiving said agreement dated July 28th, 1909, after the execution by said Carl W. Rademacher, we will forthwith deliver the same to said American Kitchen Products Company, and will execute and deliver any and all further assignments that may be desired by said American Kitchen Products Company to convey to it fully said agreement without encumbrance, and all our rights thereunder, and will execute and deliver any and all instruments of further assurance that may seem to said Company desirable to the end that it may become fully and completely vested with the title to said contracts and all of them, subject to the terms thereof.

In Witness Whereof, we have hereunto set our hands and seals this 29th day of September, 1909.

Wm. Jay Schieffelin (L. S.)
Nathan Sulzberger (L. S.)

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } *ss:*

On this 29th day of September, 1909, before me personally came William J. Schieffelin and Nathan Sulzberger to me known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

J. W. GEORGE,
Notary Public, New York County.

(SEAL)

PLAINTIFF'S EXHIBIT No. 402-C.

THIS AGREEMENT, made the 15th day of April 1910, between AMERICAN KITCHENS PRODUCTS COMPANY, a corporation organized under the laws of the State of New York, in the United States of America, (hereinafter called the "COMPANY") party of the first part, and CARL W. RADEMACHER of the City of Hamburg, in the Empire of Germany, party of the second part.

WITNESSETH, that

WHEREAS, under date of the 10th day of May 1909 Dr. Wm. Jay Schieffelin & Dr. Nathan Sulzberger of the City of New York, entered into a contract with the said Carl W. Rademacher relating to the manufacture and sale of certain bouillon or beef tea preparations, as is in said contract more fully set forth, reference thereto being hereby made, and

WHEREAS, by an agreement under date of the 28th day of July 1909, the said contract dated May 10th, 1909, was by the parties thereto made more clear as to certain provisions and modified as to certain other provisions; and

WHEREAS, the said contract dated May 10th, 1909, and the said agreement dated July 28th, 1909, were

by the said Dr. Wm. Jay Schieffelin and Dr. Nathan Sulzberger duly assigned, transferred, and set over unto American Kitchen Products Company, and the said "Company" thereby became vested with the title to the said contract and agreement and with all the rights of the said Dr. Wm. Jay Schieffelin and Dr. Nathan Sulzberger thereunder; and

WHEREAS, the parties to this agreement now desire to modify certain provisions in said contract dated May 10th, 1909, (as modified and explained by said agreement of July 28th, 1909), as hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and of the sum of One Dollar by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

FIRST: In modification of paragraph "Eighth" of said contract of May 10th, 1909 (as explained by paragraph "First" of said agreement of July 28th, 1909), it is hereby mutually agreed that notwithstanding the provisions of said paragraphs, the "Company" shall have the right to use the trade marks "STEERO" and "FAMOS" in any export trade that it may carry on with any part of the continent of North America (including Mexico), and with the Islands near or adjacent to said continent, (including the Bahamas, West Indies and Bermudas), and with the Philippine Islands.

SECOND: In extension of paragraph "Ninth" of said contract of May 10th, 1909, the said Carl W. Rademacher hereby agrees that he will not use either of said trademarks or brands "STEERO" or "FAMOS" in any trade that he may carry on with the territory hereinabove referred to, but this shall not be construed to prevent him from selling any other brand

of Beef Tea preparation throughout such of said territory as is outside of the United States of America.

THIRD: It is further mutually agreed that the provisions of said contract of May 10th, 1909, and of said agreement of July 28th, 1909, and of this agreement, are hereby extended to and shall be construed as applying to the additional territory hereinabove referred to so far as said provisions may be applicable thereto.

FOURTH: The said Carl W. Rademacher hereby confirms in all respects the said agreement of May 10th, 1909, as modified and explained by said agreement of July 28th, 1909, and by this agreement;

SIXTH: This agreement shall bind and ensure to the benefit of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, American Kitchen Products Company has caused its corporate seal to be hereto affixed and these presents to be signed by its President, and the said Carl W. Rademacher has hereto affixed his hand and seal the day and year first above written.

AMERICAN KITCHEN PRODUCTS COMPANY.

Signed in presence of
Alterations and Erasures
made before signing

By
(Signed) WM. JAW SCHIEFFELIN,
President

(Signed) CARL W. RADEMACHER

L. H. HOBBY, JR.
HENRY S. LIVINGSTON
R. JAEGER

PLAINTIFF'S EXHIBIT No. 402-D.

Trust No. 12681
Report No. 13076

THIS AGREEMENT, made the 9th day of September, 1913, between AMERICAN KITCHEN PRODUCTS COMPANY, a corporation organized under the laws of the State of New York in the United States of America, (hereinafter called the "Company") party of the first part, and CARL W. RADEMACHER of the City of Hamburg in the Empire of Germany, party of the second part,

WITNESSETH:

That in modification of the agreements made between Dr. W. J. Schieffelin and Dr. Nathan Sulzberger, of the one part, and the said Carl W. Rademacher, of the other part, under date of May 10, 1909, and July 28, 1909, respectively (which agreements are now, by assignment from the said W. J. Schieffelin and Nathan Sulzberger, held and owned by the "Company") the parties hereto agree as follows:

FIRST: That all royalties or percentages due under said agreements to the said Carl W. Rademacher have been duly paid up to the first day of July, 1915, (except the sum of Seven hundred and fifty dollars ($750.00), and that the now existing rate of royalties or percentages shall be continued in force up to the 30th day of September, 1913, inclusive, and no longer.

SECOND: That from and after the first day of October, 1913, in lieu of the royalty or percentage of five per cent (5%) provided in paragraph Tenth of the agreement of May 10, 1909, the said Carl W. Rademacher shall be entitled to receive, and the "Company" hereby agrees to pay him a royalty or percentage of Two per cent (2%) and the sum of Thirty thousand dollars ($30,000.), payable in six successive annual payments of Five thousand dollars ($5,000)

each, all of such payments to be made without interest, the first of such payments to be made on October 1st, 1914, and one of such payments to be made on October 1st in each of the years, 1915, 1916, 1917, 1918 and 1919.

THIRD. That all of the terms and conditions of the said agreements relating to the method by which the said five per cent. (5%) royalty or percentage was to be computed and paid shall apply to and govern the computation and payment of the new royalty or percentage of two per cent (2%) subject, however, to the further modification thereof by the new arrangement about to be entered into respecting the Dominion of Canada.

The said Carl W. Rademacher hereby covenants and agrees to and with the "Company" that he has not assigned or in any way encumbered or impaired his right to receive the royalties payable pursuant to said agreements.

This agreement shall bind and enure to the benefit of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, AMERICAN KITCHEN PRODUCTS COMPANY has caused its corporate seal to be hereto affixed and these presents to be signed by its President, and the said CARL W. RADEMACHER has hereto affixed his hand and seal, the day and year first above written.

AMERICAN KITCHEN PRODUCTS COMPANY

(SEAL)
HENRY S. LIVINGSTON,
(L. S.) *Secy.*

By WM. JAY SCHIEFFELIN *President.*
CARL W. RADEMACHER (SEAL)

Witnesses as to
Carl W. Rademacher:
EMIL RADEMACHER
GRETCHEN WITTES